

**\$233,111,000**  
(Approximate)  
**Multifamily Mortgage Pass-Through Certificates,**  
**Series 2017-SB38**  
**FRESB 2017-SB38 Mortgage Trust**  
issuing entity  
**Wells Fargo Commercial Mortgage Securities, Inc.**  
depositor  
**Federal Home Loan Mortgage Corporation**  
mortgage loan seller and guarantor

We, Wells Fargo Commercial Mortgage Securities, Inc., intend to establish a trust to act as an issuing entity, which we refer to in this offering circular as the “issuing entity.” The primary assets of the issuing entity will consist of 105 multifamily mortgage loans (comprising six loan groups) secured by 105 mortgaged real properties with the characteristics described in this offering circular. The issuing entity will issue nine classes of certificates, seven of which, referred to in this offering circular as the “offered certificates,” are being offered by this offering circular, as listed below. The issuing entity will pay interest and/or principal monthly, commencing in October 2017. 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 offering 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.

**Investing in the offered certificates involves risks. See “Risk Factors” beginning on page 46 of this offering circular.**

Offered Classes	Total Initial Principal Balance or Notional Amount	Approximate % of Total Initial Principal Balance	Initial Pass-Through Rate <sup>(1)</sup>	Assumed Weighted Average Life (Years) <sup>(2)</sup>	Assumed Principal Window (Months) <sup>(2)</sup>	Assumed Final Distribution Date <sup>(2)</sup>	Assumed Final Distribution Date – No Prepayments <sup>(3)</sup>
Class A-5F	\$ 9,208,000	3.555%	2.3500%	4.07	1 – 59	August 25, 2022	August 25, 2022
Class A-5H	\$ 65,023,000	25.104%	2.5300%	4.11	1 – 59	August 25, 2022	August 25, 2037
Class A-7F	\$ 16,700,000	6.448%	2.5600%	5.40	1 – 83	August 25, 2024	August 25, 2024
Class A-7H	\$ 13,655,000	5.272%	2.7600%	5.47	1 – 83	August 25, 2024	August 25, 2037
Class A-10F	\$ 72,563,000	28.015%	2.9200%	7.21	1 – 119	August 25, 2027	August 25, 2027
Class A-10H	\$ 55,962,000	21.606%	3.0700%	7.32	1 – 119	August 25, 2027	August 25, 2037
Class X1	\$259,012,247	N/A	0.5955%	6.02	N/A	August 25, 2027	August 25, 2037

- (1) Pass-through rate is described under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular. Initial rate is approximate with respect to the class X1 certificates.
- (2) The assumed weighted average lives, assumed principal windows and assumed final distribution dates have been calculated based on a 5% CPR prepayment speed as described in the footnotes to the table under “Summary of Offering Circular—Transaction Overview” in this offering circular.
- (3) Calculated based on a 0% CPR prepayment speed as described in the footnotes to the table under “Summary of Offering Circular—Transaction Overview” in this offering circular.

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 offering circular under “Summary of Offering Circular—The Offered Certificates—Priority of Distributions and Subordination” and “Description of the Certificates—Distributions—Subordination” and (ii) the guarantee of the offered certificates by Freddie Mac as described under “Summary of Offering Circular—The Offered Certificates—Freddie Mac Guarantee,” and “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering circular.

The issuing entity will be relying on an exclusion 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, 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 (both as defined in this offering circular).

It is a condition to the issuance of the offered certificates that they be guaranteed by Freddie Mac as described in this offering 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.

Because of applicable securities law exemptions, we have not registered the offered certificates with any federal or state securities commission. No securities commission has reviewed this offering circular.

We are offering the offered certificates through the placement agents, Wells Fargo Securities, LLC, FTN Financial Capital Markets, J.P. Morgan Securities LLC, Multi-Bank Securities, Inc. and Stifel, Nicolaus & Company, Incorporated. Each placement agent has agreed to use commercially reasonable efforts to solicit offers to purchase the offered certificates. Each placement agent may also purchase offered certificates as principal. Any offered certificates so purchased by a placement agent will be resold in a manner similar to those offered certificates offered through the placement agents as agents. We reserve the right to withdraw, cancel or modify the offer made by this offering circular without notice, and we may reject any offer to purchase the offered certificates, in whole or in part. The placement agents will offer the offered certificates to prospective investors from time to time in negotiated transactions or otherwise at varying prices determined at the time of sale. It is expected that delivery of the offered certificates will be made in book-entry form on or about September 28, 2017.

**Wells Fargo Securities**  
*Sole Lead Manager and Bookrunner*

FTN Financial Capital  
Markets  
Co-Manager

J.P. Morgan  
Co-Manager

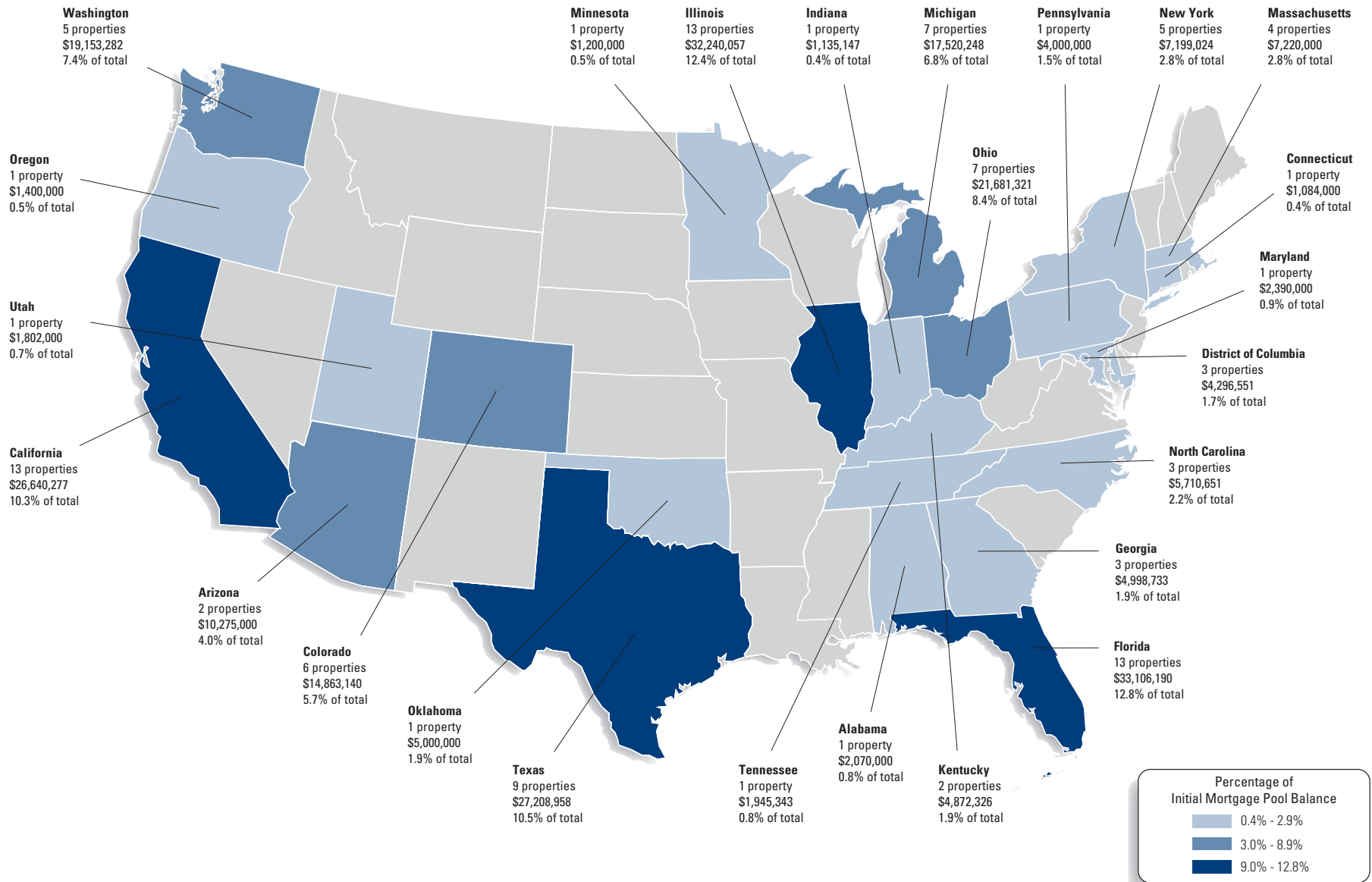
Multi-Bank Securities, Inc.  
Co-Manager

Stifel, Nicolaus & Company,  
Incorporated  
Co-Manager

Offering Circular Dated September 19, 2017

# FRESB 2017-SB38 Mortgage Trust

## Multifamily Mortgage Pass-Through Certificates Series 2017-SB38



## TABLE OF CONTENTS

### Offering Circular

IMPORTANT NOTICE REGARDING THE CERTIFICATES .....	4
IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS OFFERING CIRCULAR.....	4
NOTICE TO FLORIDA RESIDENTS .....	4
NOTICE TO CANADA RESIDENTS .....	4
NOTICE TO RESIDENTS OF THE UNITED KINGDOM.....	5
EUROPEAN ECONOMIC AREA .....	5
NOTICE TO RESIDENTS OF THE REPUBLIC OF KOREA.....	6
NOTICE TO RESIDENTS OF THE PEOPLE'S REPUBLIC OF CHINA.....	6
JAPAN.....	6
HONG KONG .....	6
CAPITALIZED TERMS USED IN THIS OFFERING CIRCULAR.....	7
FORWARD-LOOKING STATEMENTS .....	7
SUMMARY OF OFFERING CIRCULAR .....	8
RISK FACTORS .....	46
DESCRIPTION OF THE ISSUING ENTITY .....	84
DESCRIPTION OF THE DEPOSITOR.....	85
DESCRIPTION OF THE MORTGAGE LOAN SELLER AND GUARANTOR .....	86
DESCRIPTION OF THE UNDERLYING MORTGAGE LOANS .....	89
DESCRIPTION OF THE CERTIFICATES .....	110
YIELD AND MATURITY CONSIDERATIONS.....	137
THE POOLING AND SERVICING AGREEMENT .....	144
CERTAIN FEDERAL INCOME TAX CONSEQUENCES .....	186
STATE AND OTHER TAX CONSIDERATIONS.....	197
USE OF PROCEEDS .....	197
ERISA CONSIDERATIONS .....	197
LEGAL INVESTMENT.....	198
PLAN OF PLACEMENT.....	199
LEGAL MATTERS.....	200
GLOSSARY .....	201

### Exhibits to Offering Circular

EXHIBIT A-1	—	CERTAIN CHARACTERISTICS OF THE UNDERLYING MORTGAGE LOANS AND THE RELATED MORTGAGED REAL PROPERTIES
EXHIBIT A-2	—	CERTAIN MORTGAGE POOL INFORMATION
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 CLASS A CERTIFICATES
EXHIBIT E	—	PRICE/YIELD TABLE FOR CLASS X1 CERTIFICATES
EXHIBIT F	—	MASTER SERVICING FEE RATE AND SUB-SERVICING FEE RATE WITH RESPECT TO EACH UNDERLYING MORTGAGE LOAN

**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 OR 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 OFFERING CIRCULAR. IN ADDITION, NO PARTY WILL RETAIN RISK WITH RESPECT TO THIS TRANSACTION IN A FORM OR AN AMOUNT PURSUANT TO THE TERMS OF 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 OFFERING CIRCULAR.**

## **IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS OFFERING CIRCULAR**

**THE PLACEMENT AGENTS DESCRIBED IN THIS OFFERING CIRCULAR MAY FROM TIME TO TIME PERFORM INVESTMENT BANKING SERVICES FOR, OR SOLICIT INVESTMENT BANKING BUSINESS FROM, ANY COMPANY NAMED IN THIS OFFERING 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 OFFERING CIRCULAR.**

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

## **NOTICE TO FLORIDA RESIDENTS**

WHERE SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA (EXCLUDING "QUALIFIED INSTITUTIONAL BUYERS" WITHIN THE MEANING OF SEC RULE 144A AND CERTAIN OTHER INSTITUTIONAL PURCHASERS DESCRIBED IN SECTION 517.061(7) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT (THE "FLORIDA ACT")), ANY SUCH SALE MADE PURSUANT TO SECTION 517.061(11) OF THE FLORIDA ACT SHALL BE VOIDABLE BY THE PURCHASER WITHIN THREE DAYS AFTER (A) RECEIPT OF THIS OFFERING CIRCULAR, OR (B) THE FIRST PAYMENT OF MONEY OR OTHER CONSIDERATION TO THE DEPOSITOR, AN AGENT OF THE DEPOSITOR, OR AN ESCROW AGENT, WHICHEVER OCCURS LATER.

## **NOTICE TO CANADA RESIDENTS**

THE CERTIFICATES MAY BE SOLD ONLY TO PURCHASERS PURCHASING, OR DEEMED TO BE PURCHASING, AS PRINCIPAL THAT ARE ACCREDITED INVESTORS, AS DEFINED IN NATIONAL INSTRUMENT 45-106 PROSPECTUS EXEMPTIONS OR SUBSECTION 73.3(1) OF THE SECURITIES ACT (ONTARIO), AND ARE PERMITTED CLIENTS, AS DEFINED IN NATIONAL S-33 INSTRUMENT 31-103 REGISTRATION REQUIREMENTS, EXEMPTIONS AND ONGOING REGISTRANT OBLIGATIONS. ANY RESALE OF THE CERTIFICATES MUST BE MADE IN ACCORDANCE WITH AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LAWS.

SECURITIES LEGISLATION IN CERTAIN PROVINCES OR TERRITORIES OF CANADA MAY PROVIDE A PURCHASER WITH REMEDIES OF RESCISSION OR DAMAGES IF THIS OFFERING CIRCULAR (INCLUDING ANY AMENDMENT THERETO) CONTAINS A MISREPRESENTATION, PROVIDED THAT THE REMEDIES OF RESCISSION OR DAMAGES ARE EXERCISED BY THE PURCHASER WITHIN THE TIME LIMIT PRESCRIBED BY THE SECURITIES LEGISLATION OF THE PURCHASER'S PROVINCE OR TERRITORY. THE PURCHASER SHOULD REFER TO ANY APPLICABLE PROVISIONS OF THE SECURITIES LEGISLATION OF THE PURCHASER'S PROVINCE OR TERRITORY FOR PARTICULARS OF THESE RIGHTS OR CONSULT WITH A LEGAL ADVISOR.

PURSUANT TO SECTION 3A.3 OF NATIONAL INSTRUMENT 33-105 UNDERWRITING CONFLICTS ("NI 33-105"), THE UNDERWRITERS ARE NOT REQUIRED TO COMPLY WITH THE DISCLOSURE REQUIREMENTS OF NI 33-105 REGARDING UNDERWRITER CONFLICTS OF INTEREST IN CONNECTION WITH THIS OFFERING.

## NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE ISSUING ENTITY MAY CONSTITUTE A “COLLECTIVE INVESTMENT SCHEME” AS DEFINED BY SECTION 235 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (THE “FSMA”) THAT IS NOT A “RECOGNISED COLLECTIVE INVESTMENT SCHEME” FOR THE PURPOSES OF THE FSMA AND THAT HAS NOT BEEN AUTHORIZED OR OTHERWISE APPROVED. AS AN UNREGULATED SCHEME, THE OFFERED CERTIFICATES CANNOT BE MARKETED IN THE UNITED KINGDOM TO THE GENERAL PUBLIC, EXCEPT IN ACCORDANCE WITH THE FSMA.

THE DISTRIBUTION OF THIS OFFERING CIRCULAR:

- (A) IF MADE BY A PERSON WHO IS NOT AN AUTHORIZED PERSON UNDER THE FSMA, IS BEING MADE ONLY TO, OR DIRECTED ONLY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, OR (II) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS IN ACCORDANCE WITH ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “FINANCIAL PROMOTION ORDER”), OR (III) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) THROUGH (D) (“HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.”) OF THE FINANCIAL PROMOTION ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “FPO PERSONS”); AND
- (B) IF MADE BY A PERSON WHO IS AN AUTHORIZED PERSON UNDER THE FSMA, IS BEING MADE ONLY TO, OR DIRECTED ONLY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, OR (II) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS IN ACCORDANCE WITH ARTICLE 14(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE “PROMOTION OF COLLECTIVE INVESTMENT SCHEMES EXEMPTIONS ORDER”), OR (III) ARE PERSONS FALLING WITHIN ARTICLE 22(2)(A) THROUGH (D) (“HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.”) OF THE PROMOTION OF COLLECTIVE INVESTMENT SCHEMES EXEMPTIONS ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “PCIS PERSONS” AND, TOGETHER WITH THE FPO PERSONS, THE “RELEVANT PERSONS”).

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

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

## EUROPEAN ECONOMIC AREA

THIS OFFERING CIRCULAR HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF OFFERED CERTIFICATES IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (EACH, A “RELEVANT MEMBER STATE”) WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE PROSPECTUS DIRECTIVE FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF OFFERED CERTIFICATES. ACCORDINGLY ANY PERSON MAKING OR INTENDING TO MAKE AN OFFER IN THAT RELEVANT MEMBER STATE OF OFFERED CERTIFICATES WHICH ARE THE SUBJECT OF THE OFFERING CONTEMPLATED IN THIS OFFERING CIRCULAR MAY ONLY DO SO IN CIRCUMSTANCES IN WHICH NO OBLIGATION ARISES FOR THE DEPOSITOR, THE ISSUING ENTITY OR ANY OF THE PLACEMENT AGENTS TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE, IN RELATION TO SUCH OFFER. NEITHER THE DEPOSITOR, THE ISSUING ENTITY NOR ANY OF THE PLACEMENT AGENTS HAVE AUTHORISED, NOR DO THEY AUTHORISE, THE MAKING OF ANY OFFER OF OFFERED CERTIFICATES IN CIRCUMSTANCES IN WHICH AN OBLIGATION ARISES FOR THE DEPOSITOR, THE ISSUING ENTITY OR ANY OF THE PLACEMENT AGENTS TO PUBLISH A PROSPECTUS FOR SUCH OFFER. THE EXPRESSION “PROSPECTUS DIRECTIVE” MEANS DIRECTIVE 2003/71/EC (AS AMENDED, INCLUDING BY DIRECTIVE 2010/73/EU), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN THE RELEVANT MEMBER STATE.

## NOTICE TO RESIDENTS OF THE REPUBLIC OF KOREA

THIS OFFERING CIRCULAR IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, A PUBLIC OFFERING OF SECURITIES IN KOREA. NONE OF THE DEPOSITOR, ANY PLACEMENT AGENT OR ANY OF THEIR AGENTS MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS OFFERING CIRCULAR TO ACQUIRE THE OFFERED CERTIFICATES UNDER THE LAWS OF KOREA, INCLUDING, BUT WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION LAW AND REGULATIONS THEREUNDER (THE “FETL”). THE OFFERED CERTIFICATES HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SERVICES COMMISSION OF KOREA FOR PUBLIC OFFERING IN KOREA, AND NONE OF THE OFFERED CERTIFICATES 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 OFFERED CERTIFICATES 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 OFFERED CERTIFICATES BUT MAY BE AVAILABLE FOR PURCHASE BY INVESTORS RESIDENT IN THE PRC FROM OUTSIDE THE PRC.

THIS OFFERING CIRCULAR 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 MAY BE LAWFULLY DISTRIBUTED, OR THAT ANY OFFERED CERTIFICATES 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 OFFERED CERTIFICATES OR THE DISTRIBUTION OF THIS OFFERING CIRCULAR IN THE PRC. ACCORDINGLY, THE OFFERED CERTIFICATES ARE NOT BEING OFFERED OR SOLD WITHIN THE PRC BY MEANS OF THIS OFFERING CIRCULAR OR ANY OTHER DOCUMENT. NEITHER THIS OFFERING CIRCULAR 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.

## JAPAN

THE OFFERED CERTIFICATES 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 OF THE PLACEMENT AGENTS HAS AGREED THAT IT WILL NOT OFFER OR SELL ANY OFFERED CERTIFICATES, 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.

## HONG KONG

THE OFFERED CERTIFICATES ARE NOT BEING OFFERED OR SOLD AND WILL NOT BE OFFERED OR SOLD IN HONG KONG, BY MEANS OF ANY DOCUMENT (EXCEPT FOR OFFERED CERTIFICATES 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(WUMPO)”) OF HONG KONG OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE C(WUMPO). NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE OFFERED CERTIFICATES 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 OFFERED CERTIFICATES 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.

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

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

This offering circular includes cross-references to sections in this offering circular where you can find further related discussions. The Table of Contents in this offering 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 offering circular or as provided in “Description of the Mortgage Loan Seller and Guarantor—Freddie Mac Conservatorship” and “—Litigation Involving Mortgage Loan Seller and Guarantor” in this offering 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 offering circular is current only as of the date on its cover. By delivery of this offering 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.

#### **CAPITALIZED TERMS USED IN THIS OFFERING CIRCULAR**

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

#### **FORWARD-LOOKING STATEMENTS**

This offering 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 offering circular are accurate as of the date stated on the cover of this offering circular. We have no obligation to update or revise any forward-looking statement.

## SUMMARY OF OFFERING CIRCULAR

*This summary highlights selected information from this offering 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, carefully read this offering circular. This summary provides an overview of certain information to aid your understanding and is qualified by the full description presented in this offering circular.*

### Transaction Overview

The offered certificates will be part of a series of multifamily mortgage pass-through certificates designated as the Series 2017-SB38 Multifamily Mortgage Pass-Through Certificates. The certificates will consist of nine classes. The table below identifies and specifies various characteristics for those classes other than the class R certificates.

Class <sup>(1)</sup>	Total Initial Principal Balance or Notional Amount	Approximate % of Total Initial Principal Balance	Approximate Initial Credit Support	Pass-Through Rate Description	Initial Pass-Through Rate	Assumed Weighted Average Life (Years) <sup>(2) (3)</sup>	Assumed Principal Window (Months) <sup>(2) (4)</sup>	Assumed Final Distribution Date <sup>(2) (5)</sup>	Assumed Final Distribution Date - No Prepayments <sup>(6)</sup>
<u>Offered Certificates:</u>									
A-5F	\$ 9,208,000	3.555%	10.000%	WAC Cap	2.3500% <sup>(7)</sup>	4.07	1 – 59	August 25, 2022	August 25, 2022
A-5H	\$ 65,023,000	25.104%	10.000%	Variable	2.5300% <sup>(8)</sup>	4.11	1 – 59	August 25, 2022	August 25, 2037
A-7F	\$ 16,700,000	6.448%	10.000%	WAC Cap	2.5600% <sup>(7)</sup>	5.40	1 – 83	August 25, 2024	August 25, 2024
A-7H	\$ 13,655,000	5.272%	10.000%	Variable	2.7600% <sup>(8)</sup>	5.47	1 – 83	August 25, 2024	August 25, 2037
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A-10H	\$ 55,962,000	21.606%	10.000%	Variable	3.0700% <sup>(8)</sup>	7.32	1 – 119	August 25, 2027	August 25, 2037
X1	\$259,012,247	N/A	N/A	Variable IO	0.5955% <sup>(8)</sup>	6.02	N/A	August 25, 2027	August 25, 2037
<u>Non-Offered Certificates:</u>									
B	\$ 25,901,247	10.000%	0.000%	Variable	3.8007% <sup>(8)</sup>	6.03	1 – 119	August 25, 2027	August 25, 2037

- (1) The class R certificates are not represented in this table and are not being offered by this offering 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 a 5% CPR prepayment speed until the earlier of each underlying mortgage loan's maturity date or initial loan reset date, at which time the underlying mortgage loan is assumed to pay off in full, and otherwise based on the Modeling Assumptions, including, among other things, that—
  - (i) there are no delinquencies, modifications or losses with respect to the underlying mortgage loans,
  - (ii) there are no modifications, extensions, waivers or amendments affecting the monthly debt service or balloon payments by borrowers on the underlying mortgage loans, and
  - (iii) 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 Termination” below.
- (3) As to any given class of certificates shown in this table, other than the class X1 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 X1 certificates, the assumed weighted average life is the average amount of time in years between the assumed settlement date for such class and the application of each dollar to be applied in reduction of the total notional amount of such class of certificates.
- (4) As to any given class of certificates shown in this table, other than the class X1 certificates, the assumed principal window is the period during which holders of that class are expected to receive distributions of principal.
- (5) As to any given class of certificates shown in this table, other than the class X1 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 X1 certificates, the Assumed Final Distribution Date is the Distribution Date on which the last reduction to the notional amount occurs with respect to that class of certificates.
- (6) Calculated based on a 0% CPR prepayment speed. As to any given class of certificates shown in this table, other than the class X1 certificates, the Assumed Final Distribution Date – No Prepayments 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 X1 certificates, the Assumed Final Distribution Date – No Prepayments is the Distribution Date on which the last reduction to the notional amount occurs with respect to that class of certificates.
- (7) The pass-through rates for the class A-5F, A-7F and A-10F certificates will be subject to capped rates based on the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or for the mortgage pool, as described under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.
- (8) The initial pass-through rates with respect to the class X1 and B certificates are approximate. The pass-through rates for the class A-5H, A-7H, A-10H, B and X1 certificates are variable and based, during certain periods as described below, on One-Month LIBOR or Six-Month



LIBOR and will be subject to capped rates based on the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or for the mortgage pool, as described under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

In reviewing the foregoing table, please note that:

- Only the class A-5F, A-5H, A-7F, A-7H, A-10F and A-10H certificates (collectively, the “Class A Certificates”) and the class X1 certificates are offered by this offering circular.
- Principal distributions on each class of the Class A Certificates will be based on collections from the related Loan Group, as described in this offering circular.
- All of the classes of certificates in the table, except the class X1 certificates, will have principal balances (collectively, the “Principal Balance Certificates”). All of the classes shown in that table will bear interest. The class X1 certificates constitute the “interest-only certificates.”
- 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 mortgage pool balance. The initial mortgage pool balance may be up to 5% more or less than the amount shown in the table on page 41. The initial mortgage pool balance refers to the aggregate outstanding principal balance of the underlying mortgage loans as of the Cut-off Date, after application of all payments of principal due with respect to the underlying mortgage loans on or before those Due Dates, whether or not received.
- Each class of certificates shown on the table will bear interest and such interest will accrue based on the assumption that each year is 360 days long and consists of 12 months each consisting of 30 days (a “30/360 Basis”).
- The pass-through rate for the class A-5F certificates will be equal to a *per annum* rate equal to the lesser of (i) 2.3500% and (ii) the Class A-5F Capped Rate; *provided*, that in no event may such pass-through rate be less than zero.
- The “Class A-5F Capped Rate” will be a *per annum* rate equal to the excess, if any, of:
  - (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-F for such Distribution Date; or
  - (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
  - (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;*provided*, that in no event may the Class A-5F Capped Rate be less than zero.
- The pass-through rate for the class A-5H certificates will be equal to:
  - (a) for each Distribution Date occurring prior to the Distribution Date in September 2022 (the “Class A-5H Rate Change Date”), a *per annum* rate equal to the lesser of (i) 2.5300% and (ii) the Class A-5H Capped Rate; and
  - (b) for each Distribution Date occurring on and after the Class A-5H Rate Change Date, a *per annum* rate equal to the lesser of (i) One-Month LIBOR plus 0.7000% and (ii) the Class A-5H Capped Rate;*provided*, that in no event may such pass-through rate be less than zero.
- The “Class A-5H Capped Rate” will be a *per annum* rate equal to the excess, if any, of:
  - (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-H for such Distribution Date; or
  - (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
  - (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;*provided*, that in no event may the Class A-5H Capped Rate be less than zero.

- The pass-through rate for the class A-7F certificates will be equal to a *per annum* rate equal to the lesser of (i) 2.5600% and (ii) the Class A-7F Capped Rate; *provided*, that in no event may such pass-through rate be less than zero.
- The “Class A-7F Capped Rate” will be a *per annum* rate equal to the excess, if any, of:
  - (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-F for such Distribution Date; or
  - (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
  - (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-7F Capped Rate be less than zero.
- The pass-through rate for the class A-7H certificates will be equal to:
  - (a) for each Distribution Date occurring prior to the Distribution Date in September 2024 (the “Class A-7H Rate Change Date”), a *per annum* rate equal to the lesser of (i) 2.7600% and (ii) the Class A-7H Capped Rate; and
  - (b) for each Distribution Date occurring on and after the Class A-7H Rate Change Date, a *per annum* rate equal to the lesser of (i) One-Month LIBOR plus 0.7000% and (ii) the Class A-7H Capped Rate;

*provided*, that in no event may such pass-through rate be less than zero.
- The “Class A-7H Capped Rate” will be a *per annum* rate equal to the excess, if any, of:
  - (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-H for such Distribution Date; or
  - (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
  - (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-7H Capped Rate be less than zero.
- The pass-through rate for the class A-10F certificates will be equal to a *per annum* rate equal to the lesser of (i) 2.9200% and (ii) the Class A-10F Capped Rate; *provided*, that in no event may such pass-through rate be less than zero.
- The “Class A-10F Capped Rate” will be a *per annum* rate equal to the excess, if any, of:
  - (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-F for such Distribution Date; or
  - (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
  - (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-10F Capped Rate be less than zero.
- The pass-through rate for the class A-10H certificates will be equal to:
  - (a) for each Distribution Date occurring prior to the Distribution Date in September 2027 (the “Class A-10H Rate Change Date”), a *per annum* rate equal to the lesser of (i) 3.0700% and (ii) the Class A-10H Capped Rate; and

- (b) for each Distribution Date occurring on and after the Class A-10H Rate Change Date, a *per annum* rate equal to the lesser of (i) One-Month LIBOR plus 0.7000% and (ii) the Class A-10H Capped Rate;

*provided*, that in no event may such pass-through rate be less than zero.

- The “Class A-10H Capped Rate” will be a *per annum* rate equal to the excess, if any, of:
  - (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-H for such Distribution Date; or
  - (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
  - (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-10H Capped Rate be less than zero.

- The pass-through rate for the class B certificates (the “Class B Pass-Through Rate”) will be equal to:
  - (a) for each Distribution Date occurring prior to July 2025 (the “Class B First Rate Change Date”), a *per annum* rate equal to the Class B Capped Rate for such Distribution Date;
  - (b) for each Distribution Date occurring on and after the Class B First Rate Change Date but prior to the Distribution Date occurring in July 2030 (the “Class B Second Rate Change Date”), a *per annum* rate equal to the lesser of (i) Six-Month LIBOR plus 7.5000% and (ii) the Class B Capped Rate for such Distribution Date;
  - (c) for each Distribution Date occurring on and after the Class B Second Rate Change Date but prior to the Distribution Date occurring in July 2035 (the “Class B Third Rate Change Date”), a *per annum* rate equal to the lesser of (i) Six-Month LIBOR plus 9.5000% and (ii) the Class B Capped Rate for such Distribution Date; and
  - (d) for each Distribution Date occurring on and after the Class B Third Rate Change Date, a *per annum* rate equal to the lesser of (i) Six-Month LIBOR plus 11.5000% and (ii) the Class B Capped Rate for such Distribution Date;

*provided*, that in no event may such pass-through rate be less than zero.

- The “Class B Capped Rate” for any Distribution Date will be a *per annum* rate equal to the excess, if any, of:
  - (a) (1) the sum of (i) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-F for such Distribution Date multiplied by the Class B Component 5-F Balance, (ii) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-H for such Distribution Date multiplied by the Class B Component 5-H Balance, (iii) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-F for such Distribution Date multiplied by the Class B Component 7-F Balance, (iv) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-H for such Distribution Date multiplied by the Class B Component 7-H Balance, (v) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-F for such Distribution Date multiplied by the Class B Component 10-F Balance and (vi) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-H for such Distribution Date multiplied by the Class B Component 10-H Balance, divided by (2) the outstanding principal balance of the class B certificates immediately prior to such Distribution Date; over
  - (b) the CREFC<sup>®</sup> Intellectual Property Royalty License Fee Rate;

*provided*, that in no event may the Class B Capped Rate be less than zero.

- For purposes of calculating the Class B Capped Rate, the class B certificates will be comprised of six components, and each component will correspond to a Loan Group and will have a component balance calculated as follows:
  - The “Class B Component 5-F Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 5YR-F immediately prior to such Distribution Date minus the outstanding principal balance of the class A-5F certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 5-F Balance may be a negative number.

- The “Class B Component 5-H Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 5YR-H immediately prior to such Distribution Date minus the outstanding principal balance of the class A-5H certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 5-H Balance may be a negative number.
- The “Class B Component 7-F Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 7YR-F immediately prior to such Distribution Date minus the outstanding principal balance of the class A-7F certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 7-F Balance may be a negative number.
- The “Class B Component 7-H Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 7YR-H immediately prior to such Distribution Date minus the outstanding principal balance of the class A-7H certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 7-H Balance may be a negative number.
- The “Class B Component 10-F Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 10YR-F immediately prior to such Distribution Date minus the outstanding principal balance of the class A-10F certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 10-F Balance may be a negative number.
- The “Class B Component 10-H Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 10YR-H immediately prior to such Distribution Date minus the outstanding principal balance of the class A-10H certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 10-H Balance may be a negative number.
- To the extent that the Class B Pass-Through Rate for any Distribution Date on or after the Class B First Rate Change Date is capped at the Class B Capped Rate, the holders of such certificates will be entitled to any additional interest payment calculated at a *per annum* rate equal to the excess, if any, of (i) the interest rate described in clauses (b)(i), (c)(i) or (d)(i), as applicable, of the definition of Class B Pass-Through Rate over (ii) the Class B Capped Rate, to the extent of funds available for such payment from interest otherwise distributable on the class X1 certificates, as described in this offering circular. We cannot assure you that any such Additional Interest Distribution Amounts (as defined under “—The Offered Certificates—Interest Distributions” below) will ever be payable. See “Description of the Certificates—Distributions” in this offering circular.
- For purposes of calculating the accrual of interest as of any date of determination, the total notional amount for the class X1 certificates will be equal to the then total outstanding principal balance of the Principal Balance Certificates.
- The pass-through rate for the class X1 certificates for any Interest Accrual Period will equal the weighted average of the Class X1 Strip Rates (weighted based upon the relative sizes of their respective components). The “Class X1 Strip Rates” means, for the purposes of calculating the pass-through rate for the class X1 certificates, the rates per annum at which interest accrues from time to time on the seven components of the total notional amount of the class X1 certificates outstanding immediately prior to the related Distribution Date. One component will be comprised of the outstanding principal balance of the class A-5F certificates, one component will be comprised of the outstanding principal balance of the class A-5H certificates, one component will be comprised of the outstanding principal balance of the class A-7F certificates, one component will be comprised of the outstanding principal balance of the class A-7H certificates, one component will be comprised of the outstanding principal balance of the class A-10F certificates, one component will be comprised of the outstanding principal balance of the class A-10H certificates and one component will be comprised of the outstanding principal balance of the class B certificates. For purposes of calculating the pass-through rate for the class X1 certificates for each Interest Accrual Period, the applicable Class X1 Strip Rate for each such Interest Accrual Period will be a rate per annum equal to (1) in the case of each component related to a class of Class A Certificates, (a) the excess, if any, of (i)(I) for each Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the Loan Group related to such class of Class A Certificates for the related Distribution Date or (II) for each Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for the related Distribution Date, over, in the case of both clause (I) and clause (II), (ii) the pass-through rate for such class of Class A Certificates for such Distribution Date, minus (b) the Guarantee Fee Rate, and (2) in the case of the component related to the class B certificates, the excess, if any, of (i) the Class B Capped Rate for the related Distribution Date over (ii) the Class B Pass-Through Rate for such Distribution Date; provided, that in no event may any Class X1 Strip Rate be less than zero.

- The “Weighted Average Net Mortgage Pass-Through Rate” means, for any Loan Group or for the mortgage pool, as applicable, and any Distribution Date, the weighted average of the respective Net Mortgage Pass-Through Rates with respect to all of the underlying mortgage loans (including any related REO Loans) in that Loan Group or in the mortgage pool, as applicable, for that Distribution Date, weighted on the basis of their respective Stated Principal Balances immediately prior to that Distribution Date. With respect to any Loan Group comprised of only one underlying mortgage loan, “Weighted Average Net Mortgage Pass-Through Rate” means, for such Loan Group and any Distribution Date, the Net Mortgage Pass-Through Rate with respect to such underlying mortgage loan.
- “Net Mortgage Pass-Through Rate” means, with respect to any underlying mortgage loan (including any successor REO Loan) for any Distribution Date, a rate *per annum* equal to 12 times a fraction, expressed as a percentage (i) 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 mortgage 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) a rate *per annum* equal to the Net Mortgage Interest Rate for such underlying mortgage loan (*provided*, that if the mortgage interest rate for such underlying mortgage loan is decreased in connection with a subsequent modification of such underlying mortgage loan after the Cut-off Date, the Net Mortgage Interest Rate for such underlying mortgage loan will not give effect to any such decrease), and (ii) the denominator of which is the Stated Principal Balance of that underlying mortgage loan immediately preceding that 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 the Net Mortgage Pass-Through Rate determined pursuant to the immediately preceding paragraph 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 the Net Mortgage Pass-Through Rate determined pursuant to the immediately preceding paragraph will be increased to reflect any interest reserve amount(s) with respect to such 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, with respect to any underlying mortgage loan or REO Loan, as of any date of determination, the related mortgage interest rate then in effect reduced by the sum of the annual rates at which the master servicing fee, the sub-servicing fee, the certificate administrator fee and the trustee fee are calculated.

See “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering 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 September 1, 2017 (the “Pooling and Servicing Agreement”), among us, as depositor, Freddie Mac, as master servicer, Hunt Servicing Company, LLC, as special servicer, Deutsche Bank Trust Company Americas, as trustee, certificate administrator and custodian, and Freddie Mac, acting in certain other capacities described in this offering 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 multifamily mortgage loans comprised of six loan groups. The underlying mortgage loans will provide for monthly debt service payments and, except as described under “—The Underlying Mortgage Loans” below, will each have a mortgage interest rate in the absence of default that is either (i) fixed until the maturity of such underlying mortgage loan (in the case of Loan Groups 5YR-F, 7YR-F and 10YR-F) or (ii) fixed for an initial period that expires 5, 7 or 10 years following the origination date of such underlying mortgage loan and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan (a “Hybrid ARM” underlying mortgage loan) (in the case of Loan Groups 5YR-H, 7YR-H and 10YR-H). 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 September 2017 (which will be September 1, 2017, subject, in some cases, to a next succeeding business day convention), which we refer to in this offering 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**

<b>Issuing Entity</b> .....	FRESB 2017-SB38 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 offering circular.
<b>Mortgage Loan Seller</b> .....	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, as well as master servicer and servicing consultant with respect to the underlying mortgage loans. Freddie Mac maintains an office at 8200 Jones Branch Drive, McLean, Virginia 22102. See “Description of the Mortgage Loan Seller and Guarantor” in this offering circular.
<b>Depositor</b> .....	Wells Fargo Commercial Mortgage Securities, Inc., a North Carolina corporation, will create the issuing entity and transfer the underlying mortgage loans to it. We are an affiliate of Wells Fargo Securities, LLC, which will be the initial purchaser of the class B certificates (the “ <u>Non-Guaranteed Certificates</u> ”) and is one of the placement agents for the offered certificates. Our principal executive office is located at 375 Park Avenue, 2nd Floor, New York, New York 10152. All references to “we,” “us” and “our” in this offering circular are intended to mean Wells Fargo Commercial Mortgage Securities, Inc. See “Description of the Depositor” in this offering circular.
<b>Originator</b> .....	We did not originate the underlying mortgage loans. Each underlying mortgage loan was originated by Hunt Mortgage Partners, LLC, a Delaware limited liability company (the “ <u>Originator</u> ”). Each underlying mortgage loan was acquired by the mortgage loan seller from the Originator.
<b>Master Servicer</b> .....	<p>Freddie Mac will act as master servicer and servicing consultant with respect to the underlying mortgage loans.</p> <p>As consideration for servicing the underlying mortgage loans, the master servicer will receive a master servicing fee and sub-servicing fee with respect to the underlying mortgage loans, as described under “Description of the Certificates—Fees and Expenses” in this offering circular. The master servicer will also be entitled to additional servicing compensation in the form of borrower-paid fees as more particularly described in this offering circular. See “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” and “—The Master Servicer” in this offering circular. The Pooling and Servicing Agreement provides that if Freddie Mac is no longer the master servicer, any Third Party Master Servicer may consult with Freddie Mac (in its capacity as servicing consultant) with respect to the application of Freddie Mac Servicing Practices on non-Specially Serviced Mortgage Loans.</p> <p>“<u>Third Party Master Servicer</u>” 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.</p>
<b>Special Servicer and Sub-Servicer</b> .....	Hunt Servicing Company, LLC (“ <u>Hunt</u> ”) will act as the special servicer with respect to the underlying mortgage loans. In addition, the Originator will also become the sub-servicer to the master servicer with respect to the underlying mortgage loans pursuant to a sub-servicing agreement between the master servicer and the Originator. The principal servicing offices of Hunt and the Originator are located at 2525 McKinnon Street, Suite 300, Dallas, Texas 75201. Hunt is an affiliate of the Originator. The Originator’s sub-servicing obligations will be delegated to KeyBank National Association, a national banking association (“ <u>KeyBank</u> ”) as sub-sub-servicer pursuant to a sub-servicing agreement between the Originator and KeyBank. Hunt Residual Holdings, LLC, a Delaware limited liability company (“ <u>Hunt Residual</u> ”

Holdings”) and an affiliate of the Originator and Hunt, and certain affiliates of Hunt Residual Holdings (or certain funds and accounts for which an affiliate of Hunt Residual Holdings acts as investment manager or advisor) are expected to purchase all of the class B certificates. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—If the Master Servicer, the Sub-Servicer or the Special Servicer Purchases Certificates, a Conflict of Interest Could Arise Between Their Duties and Their Interests in the Certificates” in this offering circular.

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 REO Loan, the special servicer will receive a special servicing fee as described under “Description of the Certificates—Fees and Expenses”. Additionally, the special servicer will, in general, be entitled to receive a workout fee with respect to each Specially Serviced Mortgage Loan in the issuing entity that has been returned to performing status, as described under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Workout Fee” in this offering circular. The special servicer will also be entitled to receive a liquidation fee with respect to each Specially Serviced Mortgage Loan in the issuing entity for which it obtains a full, partial or discounted payoff or otherwise recovers Liquidation Proceeds, as described under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Liquidation Fee” in this offering circular.

The special servicer may be terminated by the directing certificateholder, who may appoint a replacement special servicer meeting the Successor Servicer Requirements, which include Freddie Mac’s approval (not to be unreasonably withheld or delayed). See “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” and “—The Special Servicer and Sub-Servicer” in this offering circular.

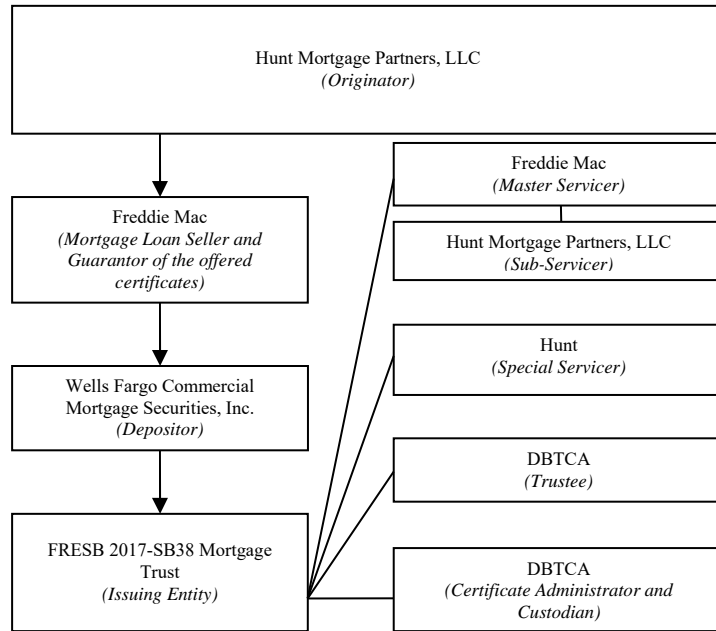
**Trustee, Certificate Administrator  
and Custodian .....**

Deutsche Bank Trust Company Americas, a New York banking corporation (“DBTCA”), will act as the trustee on behalf of the certificateholders. The trustee’s principal address is 1761 East St. Andrew Place, Santa Ana, California 92705. As consideration for acting as trustee, DBTCA will receive a trustee fee as described under “Description of the Certificates—Fees and Expenses” in this offering circular. See “The Pooling and Servicing Agreement—The Trustee, Certificate Administrator and Custodian” in this offering circular.

DBTCA will also act as the certificate administrator, the custodian and the certificate registrar. The certificate administrator’s principal address is 1761 East St. Andrew Place, Santa Ana, California 92705, and for certificate transfer purposes is DB Services Americas, Inc., 5022 Gate Parkway, Jacksonville, Florida 32256, Attention: Transfer Unit; FRESB 2017-SB38. As consideration for acting as certificate administrator, custodian and certificate registrar, DBTCA will receive a certificate administrator fee as described under “Description of the Certificates—Fees and Expenses” in this offering circular. See “The Pooling and Servicing Agreement—The Trustee, Certificate Administrator and Custodian” in this offering circular.

**Parties** .....

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



**Directing**

**Certificateholder** .....

The “directing certificateholder” will be the Controlling Class Majority Holder (or its designee) as further discussed below; *provided*, that if the Class A Certificates are the Controlling Class, Freddie Mac, as the holder of the Class A Certificates, will act as the directing certificateholder and be deemed an Approved Directing Certificateholder. The rights of an Approved Directing Certificateholder will not be exercisable by any directing certificateholder that is not an Approved Directing Certificateholder, and if there is no Approved Directing Certificateholder, any provision of the Pooling and Servicing Agreement requiring the Approved Directing Certificateholder’s consent or approval will not require consent or approval by the directing certificateholder; *provided* that the portion of any Transfer Fees that would have been payable to the Approved Directing Certificateholder will instead be payable to the master servicer.

A directing certificateholder who is not an Approved Directing Certificateholder will have the Controlling Class Majority Holder Rights discussed below but not any other rights of the Approved Directing Certificateholder and will not be entitled to any fees otherwise payable to the Approved Directing Certificateholder under the Pooling and Servicing Agreement.

The “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 Controlling Class (as defined below) or (ii) if no single holder owns the majority of the percentage interests in the Controlling Class, the designee appointed by the holders of a majority of the percentage interests in the 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 and the special servicer along with contact information.

“Controlling Class” means, as of the Closing Date, the class B certificates, until the outstanding principal balance of such class is less than 3.0% of the



aggregate of the outstanding principal balances of the Principal Balance Certificates; and thereafter, the Controlling Class will be the Class A Certificates. However, if the class B certificates are the only class with an outstanding principal balance, the class B certificates will be the Controlling Class.

Any directing certificateholder that is not an Approved Directing Certificateholder will have only the following limited rights, in each case to the extent described in this offering circular (the “Controlling Class Majority Holder Rights”):

- (a) to remove and replace the special servicer;
- (b) to exercise the directing certificateholder’s option to purchase Defaulted Loans from the issuing entity; and
- (c) 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 a directing certificateholder, including the Controlling Class Majority Holder Rights, and will be entitled to receive fees payable to the Approved Directing Certificateholder under the Pooling and Servicing Agreement.

The “Approved Directing Certificateholder” will be the Initial Directing Certificateholder (or any of its affiliates) for so long as either (i) the Initial Directing Certificateholder (or any of its affiliates, or funds or accounts for which any of its affiliates acts as investment manager or advisor) or (ii) the holder or holders that designated such Initial Directing Certificateholder as the directing certificateholder on the Closing Date is the holder or are the holders, as applicable, of the majority of the percentage interests in the Controlling Class, and thereafter, either (a) a directing certificateholder that either (1) has not been rejected by Freddie Mac as an Approved Directing Certificateholder during the Directing Certificateholder Approval Period as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering circular or (2) satisfies the Approved Directing Certificateholder Criteria (as defined below) and delivers evidence of such approval or pre-approval as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering circular, or (b) if the Class A Certificates are the Controlling Class, Freddie Mac or its designee.

“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:

- (a) 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;
- (b) has significant multifamily management expertise and experience; and/or
- (c) 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 (a) above does not in itself bind Freddie Mac to a determination that such person or entity has significant multifamily real estate experience.

The procedure for a Controlling Class Majority Holder becoming or designating an Approved Directing Certificateholder is described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering circular. If Freddie Mac determines that the directing certificateholder is not an Approved Directing Certificateholder, the Controlling Class Majority Holder would have the option to appoint a replacement directing certificateholder, subject to the same approval procedure. In addition, a Controlling Class Majority Holder may request pre-approval of a proposed directing certificateholder as an Approved Directing Certificateholder, as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering circular.

As and to the extent described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this offering circular, an 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. A directing certificateholder who is not an Approved Directing Certificateholder will not have such rights with respect to such servicing matters, but will be entitled to retain the Controlling Class Majority Holder Rights described in this offering circular.

Upon the occurrence and during the continuance of any Affiliated Borrower Loan Event with respect to any underlying mortgage loan, the directing certificateholder’s right to (i) approve and consent to certain actions with respect to such underlying mortgage loan, (ii) purchase any such Defaulted Loan from the issuing entity 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” and “—Purchase Option,” as applicable, in this offering circular. Upon the occurrence and during the continuance of an Affiliated Borrower Loan Event, the special servicer, as the Affiliated Borrower Loan Directing Certificateholder, 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 offering circular.

It is anticipated that Hunt Residual Holdings, or one of its affiliates, will be designated to serve as the initial directing certificateholder (the “Initial Directing Certificateholder”). Hunt Residual Holdings is an affiliate of the Originator, which is the sub-servicer, and of Hunt, the special servicer. As of the Closing Date, no Affiliated Borrower Loan Event is expected to exist with respect to the Initial Directing Certificateholder.

**Directing Certificateholder Servicing  
Consultant .....**

The Pooling and Servicing Agreement provides that in certain circumstances the Approved Directing Certificateholder may, at its own expense, request that a person (which may be the special servicer) (in such capacity, a “Directing Certificateholder Servicing Consultant”) prepare and deliver recommendations relating to any requested waiver of any “due-on-sale” or “due-on-encumbrance” clause for Specially Serviced Mortgage Loans or requested consents to certain modifications, waivers or amendments for certain non-Specially Serviced Mortgage Loans. The Approved Directing Certificateholder will be entitled to certain borrower-paid fees in connection with such assumptions, modifications, waivers, amendments or consents. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—The Master Servicer, the Special Servicer and the Sub-Servicer May Experience Conflicts

	of Interest,” “The Pooling and Servicing Agreement—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses” and “—Modifications, Waivers, Amendments and Consents,” “—Servicing Under the Pooling and Servicing Agreement” and “Description of the Certificates—Fees and Expenses” in this offering circular.
<b>Guarantor</b> .....	Freddie Mac will act as guarantor of the offered certificates (in such capacity, the “ <u>Guarantor</u> ”). For a discussion of the Freddie Mac Guarantee, see “—The Offered Certificates—Freddie Mac Guarantee” and “Description of the Mortgage Loan Seller and Guarantor—Proposed Operation of Multifamily Mortgage Business on a Stand-Alone Basis” in this offering circular.
<b>Junior Loan Holder</b> .....	Although all of the underlying mortgage loans are secured by first-liens on the related mortgaged real properties, if the related borrowers exercise their options to obtain subordinate 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 offering circular, the applicable mortgaged real properties will be encumbered by junior liens, and the related mortgage loans will be subject to intercreditor agreements.
<b><u>Significant Dates and Periods</u></b>	
<b>Cut-off Date</b> .....	The underlying mortgage loans will be considered assets of the issuing entity as of their applicable Due Dates in September 2017 (which will be September 1, 2017, subject, in some cases, to a next succeeding business day convention) (which we refer to in this offering circular as the “ <u>Cut-off Date</u> ”). 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.
<b>Closing Date</b> .....	The date of initial issuance for the certificates is expected to be on or about September 28, 2017.
<b>Due Dates</b> .....	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 (the “ <u>Due Dates</u> ”).
<b>Determination Date</b> .....	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 “ <u>Determination Date</u> ” will be the 11th calendar day of each month, commencing in October 2017, or, if the 11th calendar day of any such month is not a business day, then the next succeeding business day.
<b>Distribution Date</b> .....	Distributions of principal and/or interest on the certificates are scheduled to occur monthly, commencing in October 2017. The “ <u>Distribution Date</u> ” 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.
<b>Record Date</b> .....	The “ <u>Record Date</u> ” for each Distribution Date 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.
<b>Collection Period</b> .....	Amounts available for distribution on the certificates 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 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” for any Distribution Date will be the calendar month immediately preceding the month in which that Distribution Date occurs and will be deemed to consist of 30 days.

**Assumed Final Distribution Date and Assumed Final Distribution Date – No Prepayments** ..... For each class of offered certificates, the “Assumed Final Distribution Date” and the “Assumed Final Distribution Date – No Prepayments” will be the applicable dates set forth in the table on the cover page of this offering circular.

#### **The Offered Certificates**

**General** ..... The certificates offered by this offering circular are the Class A Certificates and the class X1 certificates. Each class of offered certificates will have the initial principal balance or notional amount and pass-through rate set forth or described in the table on page 8 or otherwise described above under “—Transaction Overview”. There are no other certificates offered by this offering circular.

**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 generally be deposited in the collection account on a daily basis.

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

**Priority of Distributions and Subordination** ..... In general, if no Waterfall Trigger Event has occurred and is continuing, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below under “—Principal Distributions”) and the class B 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 the Principal Balance Certificates. However, if a Waterfall Trigger Event has occurred and is continuing, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below under “—Principal Distributions”) and the class B certificates will be entitled, in that sequential order, to principal collected or advanced with respect to performing underlying mortgage loans, in each case until their respective outstanding principal balances have been reduced to zero. Whether or not a

Waterfall Trigger Event has occurred and is continuing, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below under “—Principal Distributions”) and the class B certificates will be generally entitled to receive, in that sequential order, principal collected or advanced in respect of certain Specially Serviced Mortgage Loans, in each case until their respective outstanding principal balances have been reduced to zero. Distributions of principal to the class B certificates in all cases will follow reimbursement to Freddie Mac of guarantee payments with respect to the offered certificates.

A “Waterfall Trigger Event” means, with respect to any Distribution Date, the existence of any of the following: (a) the aggregate Stated Principal Balances of the underlying mortgage loans (other than Specially Serviced Mortgage Loans) as of the related Determination Date is less than or equal to 15.0% of the aggregate Cut-Off Date Principal Balance of all underlying mortgage loans held by the issuing entity as of the Closing Date, (b) as of the related Determination Date, the aggregate Stated Principal Balances of Waterfall Trigger Loans is greater than 3.0% of the aggregate Stated Principal Balance of all underlying mortgage loans held by the issuing entity or (c) the Class B Percentage on such Distribution Date is less than 7.5%, *provided* that with respect to this clause (c) such Waterfall Trigger Event will continue to exist until such time as the Class B Percentage is equal to or greater than 10.0% immediately prior to such Distribution Date. No previously existing Waterfall Trigger Event will continue to exist with respect to future Distribution Dates unless a condition described in one of clauses (a), (b) or (c) of this definition of Waterfall Trigger Event continues to exist with respect to such future Distribution Dates.

A “Waterfall Trigger Loan” means an underlying mortgage loan that is (i) at least 60 days delinquent in respect of any monthly payments (other than a balloon payment) following the applicable Due Date, without giving effect to any grace period permitted by the related loan documents or (ii) delinquent in respect of its balloon payment, if any, without giving effect to any grace period permitted by the related loan documents.

The “Class B Percentage” means, as of any Distribution Date, a fraction, the numerator of which is the class principal balance of the class B certificates immediately prior to such Distribution Date and the denominator of which is the aggregate of the class principal balances of the Principal Balance Certificates immediately prior to such Distribution Date.

In general, the allocation of interest distributions among the classes of Class A Certificates and the class X1 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 X1 certificates, to the payment of Additional Interest Distribution Amounts from amounts otherwise payable to the class X1 certificates. The interest distributions on the class B certificates (including any Unpaid Interest Shortfalls) will be made to the class B certificates (prior to the payment of any Additional Interest Distribution Amounts) following interest distributions on the Class A Certificates and the class X1 certificates to which such classes are entitled on the applicable Distribution Date and following reimbursement to Freddie Mac of guarantee payments with respect to the offered certificates. See “Description of the Certificates—Distributions—Priority of Distributions” in this offering circular.

The class X1 certificates do not have a principal balance and do not entitle holders to distributions of principal.

No form of credit enhancement will be available to you as a holder of offered certificates, other than (a) the subordination of the class B certificates to the offered certificates, and (b) the Freddie Mac Guarantee, as described under “—

Freddie Mac Guarantee” below and “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering circular.

**Freddie Mac Guarantee** .....

It is a condition to the issuance of the offered certificates that Freddie Mac guarantee certain payments on the offered certificates, as described in this offering circular (the “**Freddie Mac Guarantee**”). Any Guarantor Payment made to any class of Class A 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 corresponding component of the class X1 certificates. The Freddie Mac Guarantee does not cover Prepayment Premiums or any other prepayment premiums related to the underlying mortgage loans. In addition, the Freddie Mac Guarantee does not cover any loss of yield on the class X1 certificates due to the payment of Additional Interest Distribution Amounts to the class B certificates or Outstanding Guarantor Reimbursement Amounts to the Guarantor. Furthermore, the Freddie Mac Guarantee does not cover any loss of yield on the class X1 certificates following a reduction in its class notional amount resulting from a reduction of the outstanding principal balance of any class of certificates. See “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering circular.

Freddie Mac is entitled to a Guarantee Fee as described under “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering 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.

See “Risk Factors—Risks Related to the Offered Certificates—Credit Support Is Limited and May Not Be Sufficient to Prevent Loss on the Offered Certificates” and “Risk Factors—Risks Relating to the Mortgage Loan Seller and Guarantor” in this offering circular. Freddie Mac will not guarantee any class of certificates other than the offered certificates.

**Interest Distributions**.....

Each class of offered certificates will bear interest that will accrue on a 30/360 Basis during each Interest Accrual Period based upon:

- 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.

Although the loan documents require the borrower to pay a full month’s interest on any voluntary prepayment not made on a Due Date, in some instances 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. To the extent that these 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 offering circular, they will be allocated, as described under “Description of the Certificates—Distributions—Interest Distributions” in this offering 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. However, such shortfalls with respect to the offered certificates will be covered under the Freddie Mac Guarantee.

If, for any Distribution Date on or after the Class B First Rate Change Date, the Class B Capped Rate is less than Six-Month LIBOR plus the applicable

specified margin for such class of certificates, the class B certificates will be entitled to the Additional Interest Accrual Amount for such class and such Interest Accrual Period, to the extent funds are available for payment of such amount from the amount of interest otherwise payable to the class X1 certificates on the related Distribution Date.

As described in this offering circular, the Additional Interest Accrual Amount to which the class B certificates are entitled for any Distribution Date may not exceed the sum of the Class X1 Interest Accrual Amount and any Class X1 Withheld Amounts for the related Interest Accrual Period.

On each Distribution Date on which the class B certificates are entitled to distributions of Additional Interest Accrual Amounts, the Additional Interest Distribution Amount for such Distribution Date will be distributed as described in “Description of the Certificates—Distributions—Priority of Distributions” in this offering circular.

The “Additional Interest Distribution Amount” with respect to any Distribution Date is the lesser of (x) the Additional Interest Accrual Amount, if any, with respect to the class B certificates and (y) the amount, not less than zero, of interest distributable in respect of the Class X1 Interest Accrual Amount and any Class X1 Withheld Amounts for such Distribution Date minus the Class X1 Interest Distribution Amount.

The “Additional Interest Accrual Amount” with respect to any Distribution Date on or after the Class B First Rate Change Date is the amount, if any, by which interest on the outstanding principal balance of such class for the related Interest Accrual Period calculated at the rate described in clauses (b)(i), (c)(i) or (d)(i), as applicable, of the definition of Class B Pass-Through Rate exceeds the amount of interest accrued on the outstanding principal balance of such class at the Class B Capped Rate.

The “Additional Interest Shortfall Amount” with respect to any Distribution Date and the class B certificates is an amount equal to the aggregate amount of any Additional Interest Distribution Amounts for all prior Distribution Dates that was not distributed on the class B certificates on such prior Distribution Dates and remains unpaid immediately prior to the current Distribution Date.

The amount of interest payable to the class X1 certificates on any Distribution Date will be the Class X1 Interest Distribution Amount. The “Class X1 Interest Distribution Amount” means, for each Distribution Date, an amount equal to the excess, if any, of (1) the sum of (a) the excess, if any, of the Class X1 Interest Accrual Amount for such Distribution Date plus any Class X1 Withheld Amounts, over the Additional Interest Accrual Amount, if any, for the class B 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 Additional Interest Shortfall Amount for such Distribution Date.

On any Distribution Date that occurs in March with respect to a Loan Group that has paid in full in January or February of such calendar year, any interest reserve amounts that were withheld in respect of any underlying mortgage loans in such Loan Group (the “Class X1 Withheld Amounts”) will be distributed to the class X1 certificates on such March Distribution Date, subject to the payment of Additional Interest Distribution Amounts to the class B certificates, pursuant to priority 1st of the table under “Description of the Certificates—Distributions—Priority of Distributions” in this offering circular.

The “Class X1 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 X1 certificates immediately prior to such Distribution Date at the class X1 pass-through rate, minus any Net Aggregate

Prepayment Interest Shortfalls allocated to the class X1 certificates. The Class X1 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” above, you will be entitled to receive your proportionate share of all unpaid distributable interest accrued with respect to your 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” and “—Distributions—Priority of Distributions” in this offering circular.

**Principal Distributions** ..... Subject to—

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

the holders of each class of Class A Certificates will be entitled to receive a total amount of principal over time equal to the outstanding principal balance of such class.

The total distributions of principal to be made 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 or Loan Groups 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 or Loan Groups 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 (thereby reducing the Principal Distribution Amount otherwise distributable on the 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. 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 offering circular.

If any borrower fails to pay the entire outstanding principal balance of an underlying Balloon Loan in the related Loan Group, or for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, an underlying 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 related class of Class A Certificates if such underlying Balloon Loan had been



paid in full on its scheduled maturity date. However, such payment may not exceed the outstanding principal balance of such class after giving effect to the Principal Distribution Amount distributed on such class on such Distribution Date. The amount of any such Balloon Guarantor Payment made to any class of the Class A 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 corresponding component of the class X1 certificates. See “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering circular. Each Balloon Guarantor Payment will be reimbursed to the Guarantor first from subsequent collections on the related underlying 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 underlying Balloon Loan or on other underlying mortgage loans 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” in this offering circular.

So long as no Waterfall Trigger Event has occurred and is continuing, principal collections on or with respect to the underlying mortgage loans (including principal advances) will be allocated *pro rata* between the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below) and the class B certificates, based on their respective outstanding principal balances immediately prior to the applicable Distribution Date, that generally equal an amount (in any event, not to exceed such outstanding principal balances) equal to the Performing Loan Principal Distribution Amount for such Distribution Date; *provided* that distributions to the class B certificates will follow reimbursement to Freddie Mac of guarantee payments with respect to the offered certificates. However, if a Waterfall Trigger Event has occurred and is continuing, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below) will be entitled to the entire Performing Loan Principal Distribution Amount for each Distribution Date until the outstanding principal balance of each class of Class A Certificates has been reduced to zero. Thereafter, following reimbursement to Freddie Mac of guarantee payments with respect to the offered certificates, any remaining portion of the Performing Loan Principal Distribution Amount on the applicable Distribution Date will be allocated to the class B certificates until its outstanding principal balance has been reduced to zero.

Further, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below) will always be entitled to the entire portion of the Specially Serviced Loan Principal Distribution Amount for each Distribution Date until the outstanding principal balance of each class of Class A Certificates has been reduced to zero, at which time, following reimbursement to Freddie Mac of guarantee payments with respect to the offered certificates, the class B certificates will be entitled to receive any remaining portion of the Specially Serviced Loan Principal Distribution Amount until its outstanding principal balance has been reduced to zero.

For any Distribution Date, the portion of the Principal Distribution Amount for such Distribution Date allocated to the Class A Certificates will be allocated to each class of Class A Certificates based on the Loan Group Principal Attribution Percentage for such class; *provided* that for each Distribution Date on or after the Distribution Date on which the outstanding principal balance of a class of Class A Certificates has been reduced to zero, any further allocations of the Principal Distribution Amount to such class will instead be allocated to the other outstanding classes of Class A Certificates *pro rata*, based on their respective outstanding principal balances after giving effect to all prior payments of principal; and *provided, further*, that for each Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Principal Distribution Amount for such Distribution Date will be allocated to each class of Class A Certificates

*pro rata*, based on the outstanding principal balance for each such class immediately prior to such Distribution Date.

“Loan Group Principal Attribution Percentage” means, with respect to each class of Class A Certificates and each Loan Group, as applicable, and any Distribution Date, a percentage equal to (i) the portion of the Principal Distribution Amount attributable to the Loan Group related to such class, divided by (ii) the Principal Distribution Amount.

The “Performing Loan Principal Distribution Amount” means, with respect to any Distribution Date, the excess, if any, of the Principal Distribution Amount for such Distribution Date over the Specially Serviced Loan Principal Distribution Amount, if any, for such Distribution Date.

The “Specially Serviced Loan Principal Distribution Amount” means, with respect to any Distribution Date, any portion of the Principal Distribution Amount that was collected or advanced with respect to any Specially Serviced Mortgage Loan other than an Excluded Specially Serviced Mortgage Loan. For the avoidance of doubt, the Specially Serviced Loan Principal Distribution Amount will be reduced by the Principal Distribution Adjustment Amount applicable to such Specially Serviced Mortgage Loan.

The “Excluded Specially Serviced Mortgage Loan” means any Specially Serviced Mortgage Loan for which all of the following conditions are satisfied:

- it has not been a Specially Serviced Mortgage Loan for more than one Distribution Date;
- it is a Specially Serviced Mortgage Loan solely due to the occurrence of an event described in the fifth or sixth bullet of the definition of “Servicing Transfer Event”; and
- 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.

The class X1 certificates do not have a principal balance. They do not entitle holders to any distributions of principal.

See “Description of the Certificates—Distributions—Principal Distributions” and “—Distributions—Priority of Distributions” in this offering circular.

**Distributions of Prepayment**

**Premiums.....**

Any Prepayment Premium collected in respect of any of the underlying mortgage loans will be distributed to the holders of the class X1 certificates. See “Description of the Certificates—Distributions—Distributions of Prepayment Premiums” in this offering circular. Certificateholders representing a majority, by outstanding notional amount, of the class X1 certificates 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 Prepayment Premium in connection with any prepayment of any underlying mortgage loan. See “Risk Factors—Risks Related to the Offered Certificates—The Underlying Mortgage Loans May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class X1 Certificates to Cause the Waiver of Prepayment Premiums and Due to Limited Prepayment Protection” in this offering circular.

**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 offering circular, losses on, and default-related or other unanticipated issuing entity expenses attributable to, the underlying mortgage loans 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, sequentially, in the following order:

<b>Reduction Order</b>	<b>Class</b>
1 <sup>st</sup>	Class B certificates
2 <sup>nd</sup>	Class A Certificates

Any Realized Losses allocated to the Class A Certificates will be allocated to each class of Class A Certificates *pro rata*, based on its respective outstanding principal balance.

Any reduction of the outstanding principal balances of any class of Principal Balance Certificates will also result in a corresponding reduction in the notional amount of the corresponding components of the class X1 certificates.

However, Freddie Mac will be required under its guarantee to pay the holder of any class of Class A Certificates an amount equal to any such loss allocated to its Class A Certificates as set forth in “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering 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 that the master servicer fails to make, in each case subject to a nonrecoverability determination. As described under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this offering 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.

However, neither the master servicer nor the trustee will advance master servicing fees or sub-servicing fees. Moreover, neither the master servicer nor the trustee will be required to make any advance that it or the special servicer determines will not be recoverable from proceeds of the related underlying mortgage loan. In making such determination, the master servicer, the trustee or the special servicer 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, (ii) the obligations of the borrower under the related underlying mortgage loan as it may have been modified, (iii) the related mortgaged real property in its “as is” condition, (iv) future expenses and (v) the timing of recoveries. 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.

If an Appraisal Reduction Event occurs and it is determined that an Appraisal Reduction Amount exists with respect to any underlying mortgage loan, then

the amount otherwise required to be advanced (subject to a nonrecoverability determination) with respect to interest on such underlying mortgage loan will be reduced. That reduction will generally be in the same proportion that the Appraisal Reduction Amount bears to the Stated Principal Balance of such underlying mortgage 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 certificates outstanding and then on the other certificates in reverse sequential order, as follows:

<u>Reduction Order</u>	<u>Class</u>
1 <sup>st</sup>	Class B certificates
2 <sup>nd</sup>	Class A Certificates and class X1 certificates

Any reduction of the funds available to pay interest on each class of Class A Certificates and the class X1 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 at the time of the reduction.

There will be no such reduction in any advance for delinquent monthly debt service payments at any time after the outstanding principal balance of the class B 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 offering circular.

**Reports to Certificateholders.....**

On each Distribution Date, the certificate administrator will be required to prepare and 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. The certificate administrator will also be required to make available to any Privileged Person via its website initially located at <https://tss.sfs.db.com/investpublic> certain underlying mortgage loan information as presented in the standard CREFC Investor Reporting Package<sup>®</sup> in accordance with the Pooling and Servicing Agreement.

However, the trustee, the certificate administrator, the custodian, the master servicer, the special servicer and the sub-servicer 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 unless such person is the directing certificateholder, (a) any asset status report, inspection report or appraisal, (b) the CREFC<sup>®</sup> special servicer loan file or (c) certain supplemental reports in the CREFC Investor Reporting Package<sup>®</sup> or (ii) the directing certificateholder, any asset status report, inspection report or appraisal relating to any Affiliated Borrower Loan. However, such restrictions on providing information will not apply to the master servicer, the special servicer or the sub-servicer if the applicable loan documents expressly require such disclosure to such person as a borrower under an underlying mortgage loan.

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 and may be available on the master servicer’s website.

	See “Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information” in this offering circular.
<b>Deal Information/Analytics</b> .....	<p>Certain information concerning the underlying mortgage loans and the certificates may be available through the following services:</p> <ul style="list-style-type: none"> <li>• BlackRock Financial Management, Inc., Bloomberg, L.P., Moody’s Analytics, Trepp, LLC, Intex Solutions, Inc., CMBS.com and Thomson Reuters Corporation;</li> <li>• the certificate administrator’s website initially located at <a href="https://tss.sfs.db.com/investpublic">https://tss.sfs.db.com/investpublic</a>; and</li> <li>• the master servicer’s website initially located at <a href="http://www.freddiemac.com">www.freddiemac.com</a>.</li> </ul>
<b>Sale of Defaulted Loans</b> .....	<p>If any underlying mortgage loan becomes a Defaulted Loan, then (subject to the rights of any related Junior Loan Holder, as described below) the directing certificateholder will have an assignable option to purchase that Defaulted Loan from the issuing entity 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 offering circular. In addition, any Junior Loan Holder holding a subordinate lien on the related mortgaged real property will have the first option to purchase such underlying mortgage loan from the issuing entity. If neither the Junior Loan Holder nor the directing certificateholder purchases the underlying mortgage loan, Freddie Mac will have an option to purchase such underlying mortgage loan. The 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 offering circular.</p>
<b>Repurchase Obligation</b> .....	<p>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 Prepayment Premium). See “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this offering circular.</p>
<b>Optional Termination</b> .....	<p>(1) The Controlling Class Majority Holder but excluding Freddie Mac, (2) the special servicer, and (3) any Third Party Master Servicer, in that order, will each in turn have the option to purchase all of the underlying mortgage loans and all other property remaining in the issuing entity on any Distribution Date on which the total outstanding principal balance of the underlying mortgage loans, based on collections and advances of the principal on those underlying mortgage loans previously distributed, and losses on those underlying mortgage loans previously allocated, to the certificateholders, is less than 5.0% of the initial mortgage pool balance. If such option is exercised, the issuing entity will terminate and all outstanding certificates will be retired, as described in more detail under “The Pooling and Servicing Agreement—Termination” in this offering circular.</p> <p>In addition, with the satisfaction of the conditions set forth in the proviso to the definition of “Sole Certificateholder” in this offering circular and with the consent of the master servicer, the Sole Certificateholder (excluding Freddie</p>

Mac) may exchange all of its certificates (other than the class R certificates) for all of the underlying mortgage loans and each REO Property remaining in the issuing entity as described in more detail under “The Pooling and Servicing Agreement—Termination” in this offering circular.

**Denominations** ..... The offered certificates will be issuable in book-entry form, in the denominations set forth under “Description of the Certificates—Registration and Denominations” in this offering circular.

**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 Lower-Tier REMIC, which will consist of, among other things—
  1. the underlying mortgage loans, and
  2. any REO Properties;
- the Middle-Tier REMIC, which will hold the regular interests in the Lower-Tier REMIC; and
- the Upper-Tier REMIC, which will hold the regular interests in the Middle-Tier REMIC.

The offered certificates will represent (i) beneficial ownership of regular interests in the Upper-Tier REMIC and (ii) in the case of the class X1 certificates, the obligation to pay Additional Interest Distribution Amounts, which will be treated as a notional principal contract between the class X1 certificates and the class B certificates. See “Certain Federal Income Tax Consequences” in this offering circular. The regular interests in the Upper-Tier REMIC and the notional principal contract with respect to the class B and X1 certificates will be held in a portion of the trust comprising the Grantor Trust.

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 offering circular.

**Legal Investment** ..... No class of certificates will constitute “mortgage related securities” for purposes of the Secondary Mortgage Market Enhancement Act of 1984, as amended (“SMMEA”).

We have not engaged any nationally recognized statistical rating organization, as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), to rate any class of the 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. See “Legal Investment” in this offering circular.

**Investment Considerations**.....

The rate and timing of payments and other collections of principal on or with respect to the underlying mortgage loans will affect the yield to maturity on the offered certificates.

The yield to maturity on the Class A Certificates will depend on a variety of factors including, but not limited to:

- whether the Class A Certificates are purchased at a premium or discount;
- variances in the anticipated rate of payments and other collections of principal on the underlying mortgage loans in the Loan Group related to each class of Class A Certificates;
- while the class B certificates remain outstanding, reductions to the Net Mortgage Pass-Through Rate of the underlying mortgage loans in the Loan Group related to each class of Class A Certificates caused by prepayments on the underlying mortgage loans;
- in the case of the class A-5H, A-7H and A-10H certificates, changes in the level of Six-Month LIBOR after the loan reset dates on the Hybrid ARM underlying mortgage loans to the extent the pass-through rates are subject to caps based on the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or, after the outstanding principal balance of the class B certificates has been reduced to zero, for the mortgage pool;
- after the outstanding principal balance of the class B certificates has been reduced to zero, in the case of the class A-5F, A-7F and A-10F certificates, changes in the level of Six-Month LIBOR after the loan reset dates on the Hybrid ARM underlying mortgage loans to the extent the pass-through rates are subject to caps based on the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool; and
- in the case of the class A-5H, A-7H and A-10H certificates, changes in the level of One-Month LIBOR on or after the applicable Class A Rate Change Date.

In addition, the yields on each class of the Class A Certificates could also be adversely affected if underlying mortgage loans in the related Loan Groups with higher interest rates experience principal payments faster than underlying mortgage loans in the related Loan Groups with lower interest rates. The pass-through rate for each class of the Class A Certificates is subject to a capped rate, calculated based upon the Weighted Average Net Mortgage Pass-Through Rate of the related Loan Group (while the class B certificates remain outstanding) or the mortgage pool (after the outstanding class principal balance of the class B certificates has been reduced to zero). The Weighted Average Net Mortgage Pass-Through Rate would decline if the rate of principal payments on the underlying mortgage loans with higher Net Mortgage Pass-Through Rates is faster than the rate of principal payments on the underlying mortgage loans with lower Net Mortgage Pass-Through Rates. The risk of significant declines in the Weighted Average Net Mortgage Pass-Through Rate may be higher in Loan Groups that contain fewer underlying mortgage loans. Accordingly, the yield on each class of the Class A Certificates, will be extremely sensitive to changes in the relative composition of the mortgage pool as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of underlying mortgage loans following default.

The “Class A Rate Change Date” means the Class A-5H Rate Change Date, the Class A-7H Rate Change Date or the Class A-10H Rate Change Date, as applicable.

See “Yield and Maturity Considerations—Yield Considerations—General”, “—Pass-Through Rates” and “—Rate and Timing of Principal Payments”.

If you are contemplating an investment in the class X1 certificates, it is important to consider that the yield to maturity of the class X1 certificates will be affected by similar yield sensitivities as Class A Certificates that are purchased at a premium, except that the yield to maturity of the class X1 certificates will be sensitive to factors relating to the entire pool of underlying mortgage loans, rather than a single Loan Group. You should further consider:

- the risk that an extremely rapid rate of payments and other collections of principal on the underlying mortgage loans could result in your failure to fully recoup your initial investment;
- what the notional amounts of the class X1 certificates are and how payments and other collections of principal on the underlying mortgage loans will affect those notional amounts;
- how changes in the composition of the mortgage pool could adversely affect the Weighted Average Net Mortgage Pass-Through Rates for each of the Loan Groups or, after the outstanding principal balance of the class B certificates has been reduced to zero, for the mortgage pool; and
- that the yield to maturity on the class X1 certificates will be adversely affected by the payment of Additional Interest Distribution Amounts to the class B certificates or Outstanding Guarantor Reimbursement Amounts to the Guarantor from amounts that would otherwise be payable to the class X1 certificates.

See “Yield to Maturity Considerations—Yield Considerations—Pass-Through Rates”, “—Rate and Timing of Principal Payments”, “—Additional Interest Accrual Amounts” and “Yield to Maturity Considerations—Yield Sensitivity of the Class X1 Certificates” in this offering circular.

**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 offering circular.

### **The Underlying Mortgage Loans**

**General** ..... We intend to include in the issuing entity 105 mortgage loans, which we refer to in this offering circular as the “underlying mortgage loans” and which are secured by the 105 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 the related underlying mortgage loan. The pool of underlying mortgage loans will consist of six loan groups, Loan Group 5YR-F, Loan Group 5YR-H, Loan Group 7YR-F, Loan Group 7YR-H, Loan Group 10YR-F and Loan Group 10YR-H (each, a “Loan Group”), for the purpose of calculating principal and interest distributions on the Class A Certificates. Loan Group 5YR-F will consist of 4 underlying mortgage loans, collectively representing approximately 4.0% of the initial mortgage pool balance. Loan Group 5YR-H will consist of 33 underlying mortgage loans, collectively representing approximately 27.9% of the initial mortgage pool balance. Loan Group 7YR-F will consist of 7 underlying mortgage loans, collectively representing approximately 7.2% of the initial mortgage pool balance. Loan



Group 7YR-H will consist of 6 underlying mortgage loans, collectively representing approximately 5.9% of the initial mortgage pool balance. Loan Group 10YR-F will consist of 38 underlying mortgage loans, collectively representing approximately 31.1% of the initial mortgage pool balance. Loan Group 10YR-H will consist of 17 underlying mortgage loans, collectively representing approximately 24.0% of the initial mortgage pool balance.

Exhibit A-1 sets forth the underlying mortgage loans in each Loan Group. All of the mortgaged real properties are multifamily properties. See “Risk Factors” in this offering circular for a description of some of the risks relating to multifamily properties.

In this section, “—The Underlying Mortgage Loans,” we provide summary information with respect to the underlying mortgage loans. For more detailed information regarding the underlying mortgage loans, including information regarding the underlying mortgage loans in each Loan Group, you should review the following sections in or exhibits to this offering 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; and
- Exhibit A-2—Certain Mortgage Pool Information.

**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 each of the underlying mortgage loans is secured by a mortgage lien on the fee interest of the related borrower in the mortgaged real property.

Except with respect to certain limited nonrecourse carveouts, most of the underlying mortgage loans are nonrecourse to the borrower and you should assume that each of the underlying mortgage loans is nonrecourse to the borrower.

Each underlying mortgage loan currently accrues interest on an Actual/360 Basis at the annual rate specified with respect to that underlying mortgage loan on Exhibit A-1. Each underlying mortgage loan has a mortgage interest rate in the absence of default that is either (i) fixed until the maturity of such underlying mortgage loan or (ii) fixed for an initial period that expires 5, 7 or 10 years following the origination date of such underlying mortgage loan and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan (a “Hybrid ARM” underlying mortgage loan).

The table below presents the number of underlying mortgage loans with each type of mortgage interest rate:

<b>Mortgage Interest Rate</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Mortgage Pool Balance</b>
Hybrid ARM.....	56	57.8%
Fixed.....	49	42.2
<b>Total.....</b>	<b>105</b>	<b>100.0%</b>

With respect to each Hybrid ARM underlying mortgage loan, beginning with the first loan reset date, the mortgage interest rate will reset based on Six-Month LIBOR. If Six-Month LIBOR is no longer available, the lender will be required to choose a new index based upon comparable information. Before each loan reset date, the lender will be required to calculate the new mortgage

interest rate by adding a margin of 2.750% or 3.250% to Six-Month LIBOR, which amount will be the mortgage interest rate until the next loan reset date. However, based on the terms of the related loan documents at origination (i) with respect to the first loan reset date only, such mortgage interest rate may not be less than the initial mortgage interest rate or more than 1% higher than the initial mortgage interest rate and (ii) with respect to each loan reset date thereafter, such mortgage interest rate may not be (a) less than the initial mortgage interest rate or (b) increased or decreased by more than 1% from the mortgage interest rate from the preceding loan reset date. Additionally, in the absence of default, the mortgage interest rate for each Hybrid ARM underlying mortgage loan is subject to a mortgage capped interest rate, as set forth on Exhibit A-1. With respect to each Hybrid ARM underlying mortgage loan, each loan reset after the first loan reset date will occur at six month intervals.

The table below presents the initial terms to maturity of the fixed rate underlying mortgage loans in Loan Groups 5YR-F, 7YR-F and 10YR-F:

<b>Loan Group</b>	<b>Fixed Rate Initial Term to Maturity</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Mortgage Pool Balance</b>
5YR-F	5 years .....	4	4.0%
7YR-F	7 years .....	7	7.2
10YR-F	10 years .....	38	31.1
	<b>Total.....</b>	<b>49</b>	<b>42.2%</b>

All of the underlying mortgage loans in Loan Group 5YR-F, Loan Group 7YR-F and Loan Group 10YR-F have fixed mortgage interest rates and initial terms to maturity of five, seven and ten years, respectively.

All of the Hybrid ARM underlying mortgage loans in the mortgage pool, collectively representing 57.8% of the initial mortgage pool balance, have initial terms to maturity of 20 years.

The table below presents the number of Hybrid ARM underlying mortgage loans in Loan Groups 5YR-H, 7YR-H and 10YR-H that have the following initial loan reset dates:

<b>Loan Group</b>	<b>Hybrid ARM Initial Loan Reset Date</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Mortgage Pool Balance<sup>(1)</sup></b>
5YR-H	5 years .....	33	27.9%
7YR-H	7 years .....	6	5.9
10YR-H	10 years .....	17	24.0
	<b>Total.....</b>	<b>56</b>	<b>57.8%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

All of the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H are Hybrid ARM underlying mortgage loans that have initial loan reset dates that are approximately five, seven and ten years, respectively, after their respective origination dates, as set forth on Exhibit A-1.

**Balloon Loans.....**

All of the underlying mortgage loans are balloon loans that provide for:

- an amortization schedule that is significantly longer than its remaining term to stated maturity or no amortization prior to stated maturity; and
- a substantial balloon payment of principal on its maturity date.

<b>ARD Loans</b> .....	None of the underlying mortgage loans are mortgage loans with an anticipated repayment date.
<b>Mortgage Loans with Interest-Only Periods</b> .....	<p>69 of the underlying mortgage loans, collectively representing 67.9% of the initial mortgage pool balance, provide for an interest-only period of between 12 and 60 months following origination followed by amortization for the balance of the loan term.</p> <p>36 of the underlying mortgage loans, collectively representing 32.1% of the initial mortgage pool balance, do not provide for an interest-only period following origination and provide for amortization for the entire loan term.</p> <p>1 of the underlying mortgage loans in Loan Group 5YR-F, representing 39.1% of the initial Loan Group balance, provides for an interest-only period of 12 months following origination followed by amortization for the balance of the loan term.</p> <p>23 of the underlying mortgage loans in Loan Group 5YR-H, collectively representing 64.6% of the initial Loan Group balance, provide for an interest-only period of between 12 and 60 months following origination followed by amortization for the balance of the loan term.</p> <p>5 of the underlying mortgage loans in Loan Group 7YR-F, collectively representing 84.0% of the initial Loan Group balance, provide for an interest-only period of between 12 and 24 months following origination followed by amortization for the balance of the loan term.</p> <p>All of the underlying mortgage loans in Loan Group 7YR-H provide for an interest-only period of between 12 and 24 months following origination followed by amortization for the balance of the loan term.</p> <p>18 of the underlying mortgage loans in Loan Group 10YR-F, collectively representing 48.8% of the initial Loan Group balance, provide for an interest-only period of between 12 and 36 months following origination followed by amortization for the balance of the loan term.</p> <p>16 of the underlying mortgage loans in Loan Group 10YR-H, collectively representing 88.7% of the initial Loan Group balance, provide for an interest-only period of between 24 and 48 months following origination followed by amortization for the balance of the loan term.</p>

**Mortgage Loans Made to the Same Borrower or Borrowers Under Common Ownership**.....

The issuing entity will include 15 groups of underlying mortgage loans that are made to the same borrower or borrowers under common ownership. The table below sets forth the number of underlying mortgage loans in each such group and the related Loan Group of each such group.

<b>Common Ownership Group #</b>	<b>Loan Group</b>	<b>Number of Underlying Mortgage Loans<sup>(1)</sup></b>	<b>% of Initial Mortgage Pool Balance<sup>(2)</sup></b>
1	5YR-H	6	7.0%
2	10YR-H	4	4.1
3	10YR-H	2	4.0
4	(3)	3	3.7
5	5YR-H	6	3.6
6	10YR-F	2	2.8
7	10YR-H	2	2.4
8	5YR-F	2	2.0
9	(4)	2	1.8
10	(5)	2	1.7
11	5YR-H	2	1.3
12	10YR-F	2	1.2
13	10YR-F	2	1.0
14	5YR-H	2	0.8
15	5YR-H	2	0.8
<b>Total</b> .....		<b>41</b>	<b>38.2%</b>

- (1) See Exhibit A-1.
- (2) Amounts may not add up to the totals shown due to rounding.
- (3) 2 of the underlying mortgage loans in the common ownership group, collectively representing 2.2% of the initial mortgage pool balance, are in Loan Group 7YR-F. 1 of the underlying mortgage loans in the common ownership group, representing 1.5% of the initial mortgage pool balance, is in Loan Group 10YR-F.
- (4) 1 of the underlying mortgage loans in the common ownership group, representing 1.2% of the initial mortgage pool balance, is in Loan Group 10YR-F. 1 of the underlying mortgage loans in the common ownership group, representing 0.6% of the initial mortgage pool balance, is in Loan Group 7YR-F.
- (5) 1 of the underlying mortgage loans in the common ownership group, representing 1.0% of the initial mortgage pool balance, is in Loan Group 5YR-H. 1 of the underlying mortgage loans in the common ownership group, representing 0.7% of the initial mortgage pool balance, is in Loan Group 7YR-F.

See “Risk Factors—Risks Related to the Underlying Mortgage Loans—Mortgage Loans to the Same Borrower or Borrowers Under Common Ownership May Result in More Severe Losses on the Offered Certificates” and “Description of the Underlying Mortgage Loans—Mortgage Loans with the Same Borrower or Borrowers Under Common Ownership” in this offering circular.

**Prepayment Characteristics of the Mortgage Loans**.....

All of the underlying mortgage loans restrict prepayments by requiring that any voluntary principal prepayment made during a specified period of time be accompanied by a 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.

The purchase of any underlying mortgage loan by any party that has an option or is otherwise entitled to purchase such loan from the issuing entity following default (or, with respect to the mortgage loan seller, is required to purchase

such 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 Prepayment Premium).

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. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Prepayment” in this offering 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 September 1, 2017.

**Geographic Concentration** ..... Mortgaged real properties that secure underlying mortgage loans collectively representing 5.0% or more of the initial mortgage pool balance are located in multiple jurisdictions, as shown in the table below:

State	Number of Mortgaged Real Properties	% of Initial Mortgage Pool Balance
Florida .....	13	12.8%
Illinois.....	13	12.4%
Texas .....	9	10.5%
California.....	13	10.3%
Ohio.....	7	8.4%
Washington.....	5	7.4%
Michigan.....	7	6.8%
Colorado.....	6	5.7%

The remaining mortgaged real properties are located throughout 16 other states and the District of Columbia. No more than 4.0% of the initial mortgage pool balance is secured by mortgaged real properties located in any of these other jurisdictions.

All of the California properties, securing underlying mortgage loans collectively representing 10.3% of the initial mortgage pool balance, are located in southern California (i.e., addresses with zip codes of 93600 or below).

Mortgaged real properties that secure underlying mortgage loans included in Loan Group 5YR-F are located in multiple jurisdictions, as shown in the table below.

State	Number of Mortgaged Real Properties	% of Initial Loan Group Balance <sup>(1)</sup>
Pennsylvania.....	1	39.1%
Colorado .....	1	25.3
Kentucky .....	1	24.2
Texas .....	1	11.4
<b>Total</b> .....	<b>4</b>	<b>100.0%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

Mortgaged real properties that secure underlying mortgage loans included in Loan Group 5YR-H are located in multiple jurisdictions, as shown in the table below.

State	Number of Mortgaged Real Properties	% of Initial Loan Group Balance <sup>(1)</sup>
California .....	10	28.4%
Florida .....	6	25.1
Illinois.....	5	12.3
Colorado .....	3	9.2
Washington.....	2	8.5
New York .....	4	8.0
Massachusetts .....	2	5.7
Michigan.....	1	2.9
<b>Total .....</b>	<b>33</b>	<b>100.0%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

All of the California properties in Loan Group 5YR-H, securing underlying mortgage loans collectively representing 28.4% of the initial Loan Group balance, are located in southern California (i.e., addresses with zip codes of 93600 or below).

Mortgaged real properties that secure underlying mortgage loans included in Loan Group 7YR-F are located in multiple jurisdictions, as shown in the table below.

State	Number of Mortgaged Real Properties	% of Initial Loan Group Balance <sup>(1)</sup>
Florida .....	2	30.3%
Oklahoma .....	1	26.9
Ohio .....	1	16.7
Massachusetts .....	1	10.0
North Carolina .....	1	8.1
Georgia .....	1	8.0
<b>Total .....</b>	<b>7</b>	<b>100.0%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

Mortgaged real properties that secure underlying mortgage loans included in Loan Group 7YR-H are located in multiple jurisdictions, as shown in the table below.

State	Number of Mortgaged Real Properties	% of Initial Loan Group Balance <sup>(1)</sup>
Texas .....	2	49.2%
Washington.....	1	19.8
California .....	1	12.0
Ohio .....	1	11.9
Connecticut.....	1	7.1
<b>Total .....</b>	<b>6</b>	<b>100.0%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

The 1 California property in Loan Group 7YR-H, securing an underlying mortgage loan representing 12.0% of the initial Loan Group balance, is located in southern California (i.e., addresses with zip codes of 93600 or below).

Mortgaged real properties that secure underlying mortgage loans included in Loan Group 10YR-F are located in multiple jurisdictions, as shown in the table below.

State	Number of Mortgaged Real Properties	% of Initial Loan Group Balance <sup>(1)</sup>
Texas .....	5	17.0%
Michigan.....	5	16.7
Ohio .....	4	14.8
Florida .....	5	11.6
District of Columbia .....	3	5.3
North Carolina .....	2	5.2
Georgia .....	2	4.4
Kentucky .....	1	3.0
Maryland .....	1	3.0
Colorado .....	1	2.6
Alabama.....	1	2.6
Tennessee .....	1	2.4
Illinois.....	1	1.8
California.....	1	1.8
New York .....	1	1.7
Oregon .....	1	1.7
Massachusetts.....	1	1.6
Minnesota .....	1	1.5
Indiana .....	1	1.4
<b>Total.....</b>	<b>38</b>	<b>100.0%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

The 1 California property in Loan Group 10YR-F, securing an underlying mortgage loan representing 1.8% of the initial Loan Group balance, is located in southern California (i.e., addresses with zip codes of 93600 or below).

Mortgaged real properties that secure underlying mortgage loans included in Loan Group 10YR-H are located in multiple jurisdictions, as shown in the table below.

State	Number of Mortgaged Real Properties	% of Initial Loan Group Balance <sup>(1)</sup>
Illinois.....	7	35.2%
Arizona .....	2	16.5
Washington.....	2	16.1
Ohio .....	1	7.8
Texas .....	1	7.8
Colorado .....	1	5.7
California.....	1	4.7
Michigan.....	1	3.2
Utah .....	1	2.9
<b>Total.....</b>	<b>17</b>	<b>100.0%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

The 1 California property in Loan Group 10YR-H, securing an underlying mortgage loan representing 4.7% of the initial Loan Group balance, is located in southern California (i.e., addresses with zip codes of 93600 or below).

**Subordinate Debt** ..... As of the date of this offering circular, none of the mortgaged real properties are encumbered by subordinate liens except for certain limited permitted encumbrances that are described in this offering circular. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—Subordinate Financing Increases the Likelihood That a Borrower Will Default on an Underlying Mortgage Loan,” “Description of the Underlying Mortgage Loans—General” and “—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this offering circular.



**Additional Statistical Information**

**General Characteristics**..... The underlying mortgage loans that we intend to include in the issuing entity will have the following general characteristics as of September 1, 2017:

	<b><u>Mortgage Pool</u></b>
Initial mortgage pool balance .....	\$259,012,247
Number of underlying mortgage loans .....	105
Number of mortgaged real properties* .....	105
Largest Cut-off Date Principal Balance .....	\$7,002,282
Smallest Cut-off Date Principal Balance .....	\$816,000
Average Cut-off Date Principal Balance .....	\$2,466,783
Highest initial fixed annual mortgage interest rate .....	5.380%
Lowest initial fixed annual mortgage interest rate .....	3.540%
Weighted average initial fixed annual mortgage interest rate .....	4.313%
Longest original term to maturity .....	240
Shortest original term to maturity .....	60
Weighted average original term to maturity .....	184
Longest remaining term to maturity .....	239
Shortest remaining term to maturity .....	56
Weighted average remaining term to maturity .....	181
Highest Underwritten Debt Service Coverage Ratio .....	3.16x
Lowest Underwritten Debt Service Coverage Ratio .....	1.20x
Weighted average Underwritten Debt Service Coverage Ratio .....	1.38x
Highest Cut-off Date LTV .....	80.0%
Lowest Cut-off Date LTV .....	29.0%
Weighted average Cut-off Date LTV .....	69.9%

\* Certain of the mortgaged real properties may consist of multiple contiguous or non-contiguous parcels.

The underlying mortgage loans that we intend to include in the Loan Group 5YR-F will have the following general characteristics as of September 1, 2017:

	<b>Loan Group 5YR-F</b>
Initial Loan Group balance.....	\$10,231,446
Number of underlying mortgage loans.....	4
Number of mortgaged real properties.....	4
Largest Cut-off Date Principal Balance.....	\$4,000,000
Smallest Cut-off Date Principal Balance.....	\$1,169,647
Average Cut-off Date Principal Balance.....	\$2,557,862
Highest annual mortgage interest rate.....	4.930%
Lowest annual mortgage interest rate.....	4.080%
Weighted average annual mortgage interest rate.....	4.386%
Original term to maturity.....	60
Longest remaining term to maturity.....	59
Shortest remaining term to maturity.....	56
Weighted average remaining term to maturity.....	57
Highest Underwritten Debt Service Coverage Ratio.....	1.43x
Lowest Underwritten Debt Service Coverage Ratio.....	1.23x
Weighted average Underwritten Debt Service Coverage Ratio.....	1.29x
Highest Cut-off Date LTV.....	74.4%
Lowest Cut-off Date LTV.....	69.0%
Weighted average Cut-off Date LTV.....	71.8%

The underlying mortgage loans that we intend to include in the Loan Group 5YR-H will have the following general characteristics as of September 1, 2017:

	<b>Loan Group 5YR-H</b>
Initial Loan Group balance.....	\$72,247,999
Number of underlying mortgage loans.....	33
Number of mortgaged real properties.....	33
Largest Cut-off Date Principal Balance.....	\$5,822,978
Smallest Cut-off Date Principal Balance.....	\$816,000
Average Cut-off Date Principal Balance.....	\$2,189,333
Highest initial fixed annual mortgage interest rate.....	4.960%
Lowest initial fixed annual mortgage interest rate.....	3.540%
Weighted average initial fixed annual mortgage interest rate.....	3.872%
Original term to maturity.....	240
Longest remaining term to maturity.....	239
Shortest remaining term to maturity.....	234
Weighted average remaining term to maturity.....	237
Highest Underwritten Debt Service Coverage Ratio.....	1.61x
Lowest Underwritten Debt Service Coverage Ratio.....	1.20x
Weighted average Underwritten Debt Service Coverage Ratio.....	1.25x
Highest Cut-off Date LTV.....	80.0%
Lowest Cut-off Date LTV.....	48.9%
Weighted average Cut-off Date LTV.....	70.6%

The underlying mortgage loans that we intend to include in the Loan Group 7YR-F will have the following general characteristics as of September 1, 2017:

	<b>Loan Group 7YR-F</b>
Initial Loan Group balance.....	\$18,555,977
Number of underlying mortgage loans.....	7
Number of mortgaged real properties.....	7
Largest Cut-off Date Principal Balance.....	\$5,000,000
Smallest Cut-off Date Principal Balance.....	\$1,477,733
Average Cut-off Date Principal Balance.....	\$2,650,854
Highest annual mortgage interest rate.....	5.030%
Lowest annual mortgage interest rate.....	4.010%
Weighted average annual mortgage interest rate.....	4.285%
Original term to maturity.....	84
Longest remaining term to maturity.....	83
Shortest remaining term to maturity.....	78
Weighted average remaining term to maturity.....	80
Highest Underwritten Debt Service Coverage Ratio.....	1.97x
Lowest Underwritten Debt Service Coverage Ratio.....	1.25x
Weighted average Underwritten Debt Service Coverage Ratio.....	1.40x
Highest Cut-off Date LTV.....	77.2%
Lowest Cut-off Date LTV.....	52.8%
Weighted average Cut-off Date LTV.....	71.9%

The underlying mortgage loans that we intend to include in the Loan Group 7YR-H will have the following general characteristics as of September 1, 2017:

	<b>Loan Group 7YR-H</b>
Initial Loan Group balance.....	\$15,173,000
Number of underlying mortgage loans.....	6
Number of mortgaged real properties.....	6
Largest Cut-off Date Principal Balance.....	\$4,320,000
Smallest Cut-off Date Principal Balance.....	\$1,084,000
Average Cut-off Date Principal Balance.....	\$2,528,833
Highest initial fixed annual mortgage interest rate.....	4.900%
Lowest initial fixed annual mortgage interest rate.....	4.130%
Weighted average initial fixed annual mortgage interest rate.....	4.442%
Original term to maturity.....	240
Longest remaining term to maturity.....	239
Shortest remaining term to maturity.....	234
Weighted average remaining term to maturity.....	236
Highest Underwritten Debt Service Coverage Ratio.....	1.54x
Lowest Underwritten Debt Service Coverage Ratio.....	1.21x
Weighted average Underwritten Debt Service Coverage Ratio.....	1.37x
Highest Cut-off Date LTV.....	76.7%
Lowest Cut-off Date LTV.....	55.3%
Weighted average Cut-off Date LTV.....	69.5%

The underlying mortgage loans that we intend to include in the Loan Group 10YR-F will have the following general characteristics as of September 1, 2017:

	<b>Loan Group 10YR-F</b>
Initial Loan Group balance.....	\$80,625,543
Number of underlying mortgage loans.....	38
Number of mortgaged real properties.....	38
Largest Cut-off Date Principal Balance.....	\$5,900,000
Smallest Cut-off Date Principal Balance.....	\$1,080,918
Average Cut-off Date Principal Balance.....	\$2,121,725
Highest annual mortgage interest rate.....	5.380%
Lowest annual mortgage interest rate.....	4.000%
Weighted average annual mortgage interest rate.....	4.583%
Original term to maturity.....	120
Longest remaining term to maturity.....	119
Shortest remaining term to maturity.....	114
Weighted average remaining term to maturity.....	117
Highest Underwritten Debt Service Coverage Ratio.....	3.16x
Lowest Underwritten Debt Service Coverage Ratio.....	1.20x
Weighted average Underwritten Debt Service Coverage Ratio.....	1.45x
Highest Cut-off Date LTV.....	80.0%
Lowest Cut-off Date LTV.....	29.0%
Weighted average Cut-off Date LTV.....	68.8%

The underlying mortgage loans that we intend to include in the Loan Group 10YR-H will have the following general characteristics as of September 1, 2017:

	<b>Loan Group 10YR-H</b>
Initial Loan Group balance.....	\$62,178,282
Number of underlying mortgage loans.....	17
Number of mortgaged real properties.....	17
Largest Cut-off Date Principal Balance.....	\$7,002,282
Smallest Cut-off Date Principal Balance.....	\$1,802,000
Average Cut-off Date Principal Balance.....	\$3,657,546
Highest initial fixed annual mortgage interest rate.....	5.270%
Lowest initial fixed annual mortgage interest rate.....	4.100%
Weighted average initial fixed annual mortgage interest rate.....	4.442%
Original term to maturity.....	240
Longest remaining term to maturity.....	239
Shortest remaining term to maturity.....	234
Weighted average remaining term to maturity.....	237
Highest Underwritten Debt Service Coverage Ratio.....	1.76x
Lowest Underwritten Debt Service Coverage Ratio.....	1.20x
Weighted average Underwritten Debt Service Coverage Ratio.....	1.43x
Highest Cut-off Date LTV.....	80.0%
Lowest Cut-off Date LTV.....	58.4%
Weighted average Cut-off Date LTV.....	69.6%

In reviewing the foregoing tables, please note that 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.

**Selected Characteristics of Hybrid**

**ARM Underlying Mortgage Loans.....**

The Hybrid ARM underlying mortgage loans that we intend to include in the issuing entity will have the following characteristics as of September 1, 2017:

	<u><b>Mortgage Pool</b></u>
Range of initial fixed mortgage interest rates .....	3.540% - 5.270%
Weighted average initial fixed mortgage interest rate .....	4.167%
Range of margins .....	2.750% - 3.250%
Weighted average margin.....	2.991%
Index .....	6 Month LIBOR
Periodic rate adjustment limit.....	+/- 1.000%
Range of lifetime maximum mortgage interest rates .....	8.540% - 10.270%
Weighted average lifetime maximum mortgage interest rate ...	9.167%
Range of original months to initial loan reset date .....	60 - 120
Weighted average original months to initial interest rate reset date .....	87

The Hybrid ARM underlying mortgage loans that we intend to include in Loan Group 5YR-H will have the following characteristics as of September 1, 2017:

	<u><b>Loan Group 5YR-H</b></u>
Range of initial fixed mortgage interest rates .....	3.540% - 4.960%
Weighted average initial fixed mortgage interest rate .....	3.872%
Margin.....	3.250%
Weighted average margin.....	3.250%
Index .....	6 Month LIBOR
Periodic rate adjustment limit.....	+/- 1.000%
Range of lifetime maximum mortgage interest rates .....	8.540% - 9.960%
Weighted average lifetime maximum mortgage interest rate ...	8.872%
Original months to initial loan reset date.....	60

The Hybrid ARM underlying mortgage loans that we intend to include in Loan Group 7YR-H will have the following characteristics as of September 1, 2017:

	<u><b>Loan Group 7YR-H</b></u>
Range of initial fixed mortgage interest rates .....	4.130% - 4.900%
Weighted average initial fixed mortgage interest rate .....	4.442%
Margin.....	2.750%
Weighted average margin.....	2.750%
Index .....	6 Month LIBOR
Periodic rate adjustment limit.....	+/- 1.000%
Range of lifetime maximum mortgage interest rates .....	9.130% - 9.900%
Weighted average lifetime maximum mortgage interest rate ...	9.442%
Original months to initial loan reset date.....	84

The Hybrid ARM underlying mortgage loans that we intend to include in Loan Group 10YR-H will have the following characteristics as of September 1, 2017:

	<u><b>Loan Group 10YR-H</b></u>
Range of initial fixed mortgage interest rates .....	4.100% - 5.270%
Weighted average initial fixed mortgage interest rate .....	4.442%
Margins .....	2.750%
Weighted average margin.....	2.750%
Index .....	6 Month LIBOR
Periodic rate adjustment limit.....	+/- 1.000%
Range of lifetime maximum mortgage interest rates .....	9.100% - 10.270%
Weighted average lifetime maximum mortgage interest rate ...	9.442%
Original months to initial loan reset date.....	120

## RISK FACTORS

The risks and uncertainties described below summarize the material risks in connection with the purchase of the offered certificates and underlying mortgage loans. Investors in any class of Class A Certificates should also consider these risks and uncertainties as applying to the underlying mortgage loans in the related Loan Group and evaluate such risks using the information for the related Loan Group set forth on Exhibit A-1. 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 the foregoing 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 offering 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**

***The Underlying Mortgage Loans Are Nonrecourse.*** Except for certain limited nonrecourse carveouts, most of the underlying mortgage loans are nonrecourse to the borrower and you should assume that 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. 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;
- the market value of the applicable mortgaged real property at or prior to maturity; 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.

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.

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 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 upon 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;
- 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 such mortgaged real properties may influence the cash flow produced by such mortgaged real properties. 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 that provide for amortization have amortization schedules that are significantly longer than their respective terms, and many of the underlying mortgage 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 offering circular and Exhibit A-1. 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 a 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 loan. The ability of the borrower to make a balloon payment depends upon the borrower’s ability to refinance or sell the mortgaged real property securing the 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 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 the Originator will be obligated to refinance any underlying mortgage 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 related underlying mortgage loans or sell the related mortgaged real properties 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.

***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. 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 outstanding 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. 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 underlying mortgage 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.

***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 single borrowers or groups of related borrowers.

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 offering 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 business. 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, as may be identified on Exhibit A-1, a board of managers generally has discretion to make decisions affecting the condominium and the borrower 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 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 related insurance proceeds, if any. 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.

***Cooperatively-Owned Apartment Buildings Subject Your Investment to Special Risks.*** Certain of the underlying mortgage loans that we intend to include in the issuing entity, as may be identified on Exhibit A-1, 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.

***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 multifamily mortgage loans. Accordingly, repayment of the offered certificates will be limited to payments and other collections on the underlying mortgage loans, 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 Originator;

- the special servicer;
- the sub-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 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.

Certain of the underlying mortgage loans may be secured by the mortgaged real properties that, at the time such underlying mortgage loans were underwritten had a significant number of units leased to military tenants. Base closings and the transient nature of military service may adversely affect the income stream at the mortgaged real properties.

Some units in a multifamily rental property may be leased to corporate tenants. Expiration or non-renewals of corporate leases and vacancies related to corporate tenants may adversely affect the income stream at a mortgaged real property. 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 the foregoing 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;
- other factors set forth under “—The Successful Operation of a Multifamily Property Depends on Tenants” below; and
- natural disasters and civil disturbances such as earthquakes, hurricanes, floods, droughts, eruptions or riots.

The volatility of net operating income generated by a multifamily property over time will be influenced by many of the foregoing 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.

Certain of the underlying mortgage loans may be subject to rent control or stabilization laws or regulations or other similar statutory 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 the foregoing 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 the foregoing 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 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 tenants must regularly meet certain income requirements. For example, certain of the mortgaged real properties may be subject to a project-based Section 8 Housing Assistance Payments (“HAP”) contract. A HAP contract cannot be assigned by the lender without the consent of the United States Department of Housing and Urban Development (“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 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 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 upon 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.

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.

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.*** Certain of the underlying mortgage loans may be secured by the leasehold interest of the borrower in the mortgaged real property, as identified on Exhibit A-1. We cannot assure you that the circumstances related to the ground lease agreements at the mortgaged real properties will not adversely impact operations at or the value of a mortgaged real property or the borrower's ability to generate sufficient cash flow to satisfy debt service payments and operating expenses.

***Student Housing Facilities Pose Risks Not Associated With Other Types of Multifamily Properties.*** Certain of the underlying mortgage loans may be secured by mortgaged real properties that have a significant student population. 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 student leases are available for periods of less than 12 months.

***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.

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. 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) that may encumber that property.

The proportion of older mortgaged real properties may adversely impact payments on the underlying mortgage loans on a collective basis. 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, and escrows may not have been required in connection with such renovations or repairs. 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.

Compared with borrowers of larger mortgage loans, borrowers of small balance mortgage loans generally have less liquidity to maintain, renovate or refurbish a multifamily property. 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.

***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 junior lienholder, will stay the sale of a 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 real property is less than the outstanding 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 of the foregoing, 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 sponsors of the 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 the underlying mortgage loans, non-consolidation opinions with respect to the related borrower entities were generally not obtained at origination.

The related sponsors of the borrowers with respect to certain of the underlying mortgage loans may have reported at least one prior foreclosure or deed-in-lieu of foreclosure with respect to the other properties of such sponsor.

We cannot assure you that the foregoing circumstances will not have an adverse impact on the liquidity of the related borrowers or the related sponsors. Therefore, we cannot assure that these circumstances will not adversely impact the borrowers’ or the sponsors’ ability to maintain the related mortgaged real property 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, property managers for small multifamily properties may have less financial resources and experience than property managers at larger multifamily properties. Many of the mortgaged real properties are self-managed by the applicable borrower and 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.

***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 offering circular.

***Losses on Larger 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. 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. For additional information on the ten largest underlying mortgage loans, see Exhibits A-1 and A-2.

***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 were made to the same borrower or to borrowers under common ownership. Mortgage loans with the same borrower or related borrowers 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 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—Mortgage Loans with the Same Borrower or Borrowers Under Common Ownership” in this offering circular.

None of the underlying mortgage loans is cross-collateralized or cross-defaulted with any other underlying mortgage loan.

***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 “—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 offering circular, any of the mortgaged real properties may be encumbered in the future by other 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, the 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.

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;
- 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 the foregoing circumstances will not adversely impact operations at or the value of the related mortgaged real property.

See “—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 offering circular.

***Changes in Mortgage Pool 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 mortgage loans may be prepaid or liquidated. As a result, the relative composition of each Loan Group and of the mortgage pool as a whole will change over time.

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

In addition, as payments and other collections of principal are received with respect to the underlying mortgage loans, the remaining mortgage pool backing the certificates may exhibit an increased concentration with respect to number and affiliation of borrowers and geographic location.

See “Yield and Maturity Considerations—Yield Considerations—Rate and Timing of Principal Payments” in this offering circular.

***Geographic Concentration of the Mortgaged Real Properties May Adversely Affect Distributions on the Offered Certificates.*** The concentration of mortgaged real properties in a specific state or region will make the performance of the underlying mortgage loans, 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, droughts, forest fires or hurricanes;
- acts of God, which may result in uninsured losses; and
- other factors that are beyond the control of the borrowers.

The mortgaged real properties are located in a number of states. For a description of the geographic concentration of the mortgaged real properties, see “Summary—The Underlying Mortgage Loans—Geographic Concentration” in this offering circular.

***Subordinate Financing Increases the Likelihood That a Borrower Will Default on an Underlying Mortgage Loan.*** No underlying mortgage loan is currently encumbered with a subordinate lien, except for limited permitted encumbrances.

Moreover, 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” in this offering 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 property, which may be incurred at any time, including on or before the Closing Date. Under the terms of the Guide, it is a condition to the incurrence of any future secured subordinate indebtedness on these underlying mortgage loans that, among other things: (a) 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 Guide and (b) 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 is permitted to obtain secured subordinate debt from approved lenders. 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. The holder of a junior lien loan may subsequently transfer the junior lien loans it holds in secondary market transactions, including securitizations. Any such junior lien mortgages and related securities may be purchased by certificateholders in this transaction, including the directing certificateholder, in which case the directing certificateholder could experience conflicts of interest when exercising consent rights with respect to the underlying mortgage loans and any related junior lien mortgages or related securities.

The existence of any secured subordinated 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 lienholder may stay the senior lienholder from taking action to foreclose out the junior lien.

***The Type of Borrower May Entail Risk.*** With respect to certain of the underlying mortgage loans, the related borrowers are legal entities, as identified on Exhibit A-1. 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.

Some of the borrowers may be partnerships, as identified on Exhibit A-1. 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 certain of the underlying mortgage loans with borrowers that are legal entities, the borrowers’ organizational documents or the terms of the underlying mortgage loans generally 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. See Exhibit A-1. 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 and the underlying mortgage loan. 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.

You should assume that borrowers that are legal entities and their owners do not 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 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.

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, and may lead to a downgrade, withdrawal or qualification of the ratings of 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.

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 the 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.

With respect to underlying mortgage loans with borrowers that are legal entities, the related borrowers may be single asset entities whose only assets are the related mortgaged real properties. However, additional debt may be undertaken by such borrowers which may increase the possibility that the borrower may become bankrupt or insolvent. Each such borrower is not permitted to (i) own any real or personal property other than the mortgaged real property and personal property related to the operation and maintenance of the mortgaged real property, (ii) operate any business other than the management and operation of the mortgaged real property or (iii) maintain its assets in a way that is difficult to segregate and identify. We cannot assure you that the foregoing circumstances will not adversely impact operations at or the value of the mortgaged real property. See Exhibit A-1 for the borrower structures of the underlying mortgage loans.

With respect to certain of the underlying mortgage loans, the related sponsor may hold a preferred equity interest or similar interest in such borrower. Any preferred equity interest may generally entitle the related sponsor to preferred equity payments and entitle the preferred equity holder to step in as managing member of the related borrower under certain circumstances. In addition, any preferred equity interest may grant the preferred equity holder certain rights with respect to decisions regarding the related borrower and the related mortgaged real properties. We cannot assure you that these circumstances will not adversely impact such borrowers or the operations at or the value of any such mortgaged real property.

***Tenants-in-Common Borrowers Create Special Risks.*** With respect to certain of the underlying mortgage loans, the related borrowers may own the mortgaged real property as tenants-in-common, as may be identified on Exhibit A-1.

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 upon the underlying mortgage loan.

***Certain of the Underlying Mortgage Loans May Have Land Trust Borrowers.*** With respect to certain of the underlying mortgage loans, the related borrower may be the beneficiary of a land trust. If the mortgaged real property is held in a land trust, legal title to the real property will typically be held by a land trustee under a land trust agreement for the benefit of the borrower as beneficiary. At origination of a mortgage loan involving a land trust, the trustee typically mortgages the property to secure the beneficiary's obligation to make payments on the mortgage note. The lender's authority under a mortgage, the trustee's authority under a deed of trust and the grantee's authority under a deed to secure debt are governed by the express provisions of the

mortgage, the law of the state in which the real property is located and certain federal laws. In addition, certain decisions regarding the real property may require the consent of the holders of the beneficial interests in the land trust and, in such event, there is a risk that obtaining such consent will be time consuming and cause delays in the event certain actions need to be taken by or on behalf of the borrower or with respect to the real property. At least one state bankruptcy court has held that the doctrine of merger applied to extinguish a land trust where the trustee was the holder of 100% of the beneficiary ownership interest in the trust. Whether a land trust can be a debtor eligible for relief under the Bankruptcy Code depends on whether the trust constitutes a business trust under the Bankruptcy Code. That determination is dependent on the business activity that the trust conducts. We cannot assure you that, given the business activities that the trustee has been authorized to undertake, a bankruptcy court would find that the land trust is ineligible for relief as a debtor under the Bankruptcy Code or that there will not be delays with respect to any actions needed to be taken at the mortgaged real property.

***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 underlying mortgage loans do not require the borrower to have independent directors or to make payments to lockboxes and may not require the borrower 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, as identified on Exhibit A-1.

***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.

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, the special servicer or the sub-servicer collects them;
- the master servicer, the special servicer or the 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, the special servicer or the sub-servicer to collect the rents.

***Sponsor Defaults on Other Mortgage Loans May Adversely Impact and Impair Recovery on an Underlying Mortgage Loan.*** Borrowers, sponsors 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 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. We cannot assure you that the foregoing 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 underlying mortgage loan or to refinance each 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.

Physical risk reports were prepared pursuant to the requirements, duties and responsibilities of a physical risk consultant set forth in the Guide in connection with the origination of all of the underlying mortgage loans.

If the environmental investigations or assessments described herein identified material adverse or potentially material adverse environmental conditions at or with respect to any mortgaged real property securing an underlying mortgage loan or at a nearby property with potential to affect such mortgaged real property, then the 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 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.

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 and any environmental conditions at the mortgaged real properties may not have been remediated by the Cut-off Date. 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.

Furthermore, any particular environmental testing may not have covered all potential adverse conditions. For example, testing for asbestos-containing materials, lead in water and radon was not done. In general, testing was done for lead-based paint only in the case of a multifamily property built prior to 1978 and only if deemed necessary to overcome the presumption of lead-based paint being present at the mortgaged real property.

We cannot assure you that—

- the environmental testing and 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 will be sufficient to cover the recommended remediation or other action.

***Risks Relating to Hybrid ARM Underlying Mortgage Loans.*** As described in “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans” in this offering circular, the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H are Hybrid ARM underlying mortgage loans. The Hybrid ARM underlying mortgage loans have interest rates that are fixed for an initial period that expires 5, 7 or 10 years following the origination date of such underlying mortgage loan, and thereafter are adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loans based on Six-Month LIBOR, subject to a mortgage capped interest rate. Accordingly, after the initial loan reset date, debt service for each Hybrid ARM underlying mortgage loan will generally increase as interest rates rise, until the related mortgage capped interest rate is reached, and none of the Hybrid ARM underlying mortgage loans have the benefit of any interest rate cap agreement. In contrast, rental income and other income from the mortgaged real properties may not rise as significantly as interest rates rise. Accordingly, the debt service coverage ratios of the Hybrid ARM underlying mortgage loans will generally be adversely affected by rising interest rates, and the borrower’s ability to make all payments due on the Hybrid ARM underlying mortgage loans may be adversely affected before the mortgage interest rate reaches the related mortgage capped interest rate. Most of the Hybrid ARM underlying mortgage loans would have debt service coverage ratios below 1.00x if their interest rates were at their mortgage capped interest rates. See Exhibit A-1. We cannot assure you that borrowers will be able to make all payments due on the Hybrid ARM underlying mortgage loans if the mortgage interest rates were to hit their applicable caps. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Mortgage Interest Rates; Calculations of Interest” in this offering circular and Exhibit A-1.

***Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Offered 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 and the certificates, 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 designate an alternative index.

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 by the Calculation Agent, 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 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 of the dates set forth on Exhibit A-1, except as described in Exhibit A-1 and/or the related footnotes as to any underlying mortgage loan with a “prospective value upon stabilization,” which value is estimated assuming satisfaction of projected re-tenanting or increased tenant occupancy conditions. 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 offering 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 substantial number of those mortgaged real properties are managed by property managers affiliated with the respective borrowers or are self-managed by 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 Special Servicer and the Sub-Servicer May Experience Conflicts of Interest.*** In the ordinary course of their businesses the master servicer, the special servicer and the sub-servicer will service loans other than those included in the issuing entity and may own other mortgage loans. These other loans may 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; and/or
- 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 special servicer or the 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 special servicer and the 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 Approved Directing Certificateholder may, at its own expense, request that a Directing Certificateholder Servicing Consultant (which may be the special servicer) prepare and deliver certain recommendations. See “—Master Servicer and Special Servicer May Be Directed to Take Actions” in this offering circular.

In addition, the master servicer, the special servicer and the sub-servicer, or one or more of their respective affiliates, may have originated or previously owned some of the underlying mortgage loans. As a result, the master servicer, the special servicer or the 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.

In addition, the Pooling and Servicing Agreement provides that any Third Party Master Servicer, the Directing Certificateholder Servicing Consultant and the 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. 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 the certificateholders.

***If the Master Servicer, the Sub-Servicer or the Special Servicer Purchases Certificates, a Conflict of Interest Could Arise Between Their Duties and Their Interests in the Certificates.*** The master servicer, the sub-servicer and/or the special servicer, or an affiliate of any of them may purchase or retain any class of the certificates. Freddie Mac is expected to purchase all of the class X1 certificates and may purchase some or all of the other classes of the offered certificates. Hunt Residual Holdings is an affiliate of Hunt. The ownership of any certificates by the master servicer, the sub-servicer and/or the special servicer or their affiliates could cause a conflict between its duties under the Pooling and Servicing Agreement or the sub-servicing agreement and its interest as a holder of a certificate, 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 the sub-servicing agreement, the master servicer, the sub-servicer and the special servicer are each required to service the underlying mortgage loans in accordance with the Servicing Standard without regard to any interests it or its affiliates may have in any certificates.

***Potential Conflicts of Interest in the Selection and Servicing of the Underlying Mortgage Loans.*** The anticipated initial investor in the class B certificates (the “B-Piece Buyer”) is acting solely for its own benefit with regard to its due diligence and has no obligation or liability to any other party. You are not entitled to, and should not, rely in any way on the B-Piece Buyer’s purchase of the class B certificates. The inclusion of any underlying mortgage loan in the issuing entity is not an indication of the B-Piece Buyer’s analysis of that underlying mortgage loan nor can it be taken as any endorsement of the underlying mortgage loan by the B-Piece Buyer. In addition, a special servicer (whether the initial special servicer or a successor special servicer) may enter into one or more arrangements with the B-Piece Buyer, the 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) in consideration of, among other things, the appointment (or continuance) of such special servicer under the Pooling and Servicing Agreement and the establishment of limitations on the right

of such person to replace the special servicer. Hunt Residual Holdings is an affiliate of Hunt. Each of these relationships should be considered carefully by you before you invest in any certificates.

Upon the occurrence and during the continuance of any Affiliated Borrower Loan Event with respect to the B-Piece Buyer (if the B-Piece Buyer is the directing certificateholder) and any underlying mortgage loan, the B-Piece Buyer's (i) right to approve and consent to certain actions with respect to such underlying mortgage loan, (ii) right to purchase such underlying mortgage loan from the issuing entity at a specified price and (iii) access to 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 Certificateholder" and "—Asset Status Report" in this offering circular.

Because the incentives and actions of the B-Piece Buyer may, in some circumstances, differ from or be adverse to those of purchasers of other 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 offering circular and your own view of the underlying mortgage loans.

***The Master Servicer and the Sub-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 Sub-Servicer To Make Certain Servicing Decisions.*** The master servicer and the sub-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 the foregoing, 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 and the sub-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 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 master servicer, the 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 the 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 any Third Party Master Servicer, the sub-servicer or the Directing Certificateholder Servicing Consultant 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 the master servicer, the Directing Certificateholder Servicing Consultant or the sub-servicer and Freddie Mac regarding the application of Freddie Mac Servicing Practices will not limit the master servicer's or the sub-servicer's ability to make certain servicing decisions.

In addition, following the recent occurrence of Hurricanes Harvey and Irma, Freddie Mac announced its Servicing Standard applicable to mortgaged properties in certain counties and parishes in Texas, Louisiana and Florida. Pursuant to the guidance in the announcement, Freddie Mac will provide temporary relief in the form of limited forbearance to borrowers whose mortgaged properties are located in the designated counties and parishes. Borrowers will be required to repay the total amount for which forbearance is given, without additional interest or prepayment premiums, over the 12 months that follow the applicable period of forbearance (the underlying mortgage loans, to the extent they are subjected to such forbearance, the "Designated Loans"). As described above, the master servicer and the special servicer will be required in general to service the underlying mortgage loans in accordance with the Servicing Standard. We cannot assure you that, following a grant of the limited forbearance described in Freddie Mac's Servicing Standard, the 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 the master servicer or the trustee does not make any P&I Advance or Servicing Advance with respect to any Designated Loans because such party determines that such advance will not be recoverable, amounts otherwise distributable on the certificates will be reduced, and accordingly, subject to the Freddie Mac Guarantee in the case of the offered certificates, the holders of certificates may incur a loss on their investment. In addition, if the master servicer or the trustee makes any P&I Advance or Servicing Advance with respect to any Designated Loans and 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) that such advance will not be recoverable out of collections on that Designated Loan, the master servicer or the trustee, as applicable, will be entitled to reimbursement for that P&I Advance or Servicing Advance out of general collections on the mortgage pool, thereby reducing the amount otherwise distributable on the certificates, and accordingly, subject to the Freddie Mac Guarantee in the case of the offered certificates, the holders of certificates may incur

a loss on their investment. Any interest accrued on a P&I Advance or Servicing Advance that constitutes Designated Advance Interest will be reimbursable directly from Freddie Mac rather than reimbursable out of general collections on the mortgage pool.

***Some of the Mortgaged Real Properties Are Legal Nonconforming Uses or Legal Nonconforming Structures.*** Many of the underlying mortgage loans may be secured by a mortgaged real property that is a legal nonconforming use or a legal nonconforming structure, as identified on Exhibit A-1. 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 offering 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. With respect to some mortgaged real properties that no longer conform to current zoning ordinances and codes, the lender did not require the borrower to maintain “ordinance and law” coverage. 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.

***Lending on Income-Producing Properties Entails Risks Related to Property Condition.*** With respect to each 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, buildings and other improvements located at each mortgaged real property.

We cannot assure you that the foregoing circumstances will not adversely impact operations at or the value of the related mortgaged real properties. In addition, we cannot assure you that all conditions at the mortgaged real properties requiring repair or replacement have been identified in these inspections, 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 related mortgaged real properties may have changed since the origination of the related underlying mortgage loans.

***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 the certificates.

In addition, natural disasters, including earthquakes, floods, droughts 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.

***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.

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, droughts and earthquakes) than other regions, as applicable. We cannot assure you that borrowers 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.

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 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 real property for which insurance proceeds, together with land value, may not be adequate to pay 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.

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.

In general, earthquake insurance was not required with respect to (i) the mortgaged real properties that do not have an elevated Seismic Hazard Region Peak Ground Acceleration output (generally 0.15g or greater), (ii) the mortgaged real properties located in seismic zones 3 or 4 for which a probable maximum loss assessment was performed, because the 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 or (iii) the mortgaged real properties for which seismic retrofitting was required under the loan documents. In

addition, with respect to some mortgaged real properties located in seismic zones 3 or 4, a probable maximum loss assessment was not performed due to the lack of high-risk features identified in the physical risk report.

***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 83% in 2017 (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 \$140 million in 2017 (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.

Because none of the related loan documents expressly require insurance against acts of terrorism, but permit the mortgagee to require insurance as it deems advisable, the related borrower may challenge whether maintaining insurance against acts of terrorism 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 originating lender did not require the subject borrower to maintain such insurance, regardless of the terms of the loan documents.

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 the 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.

***Compliance with Americans with Disabilities Act May Result in Additional Costs to Borrowers.*** Under the Americans with Disabilities Act of 1990 (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. Compared with borrowers of larger mortgage loans, borrowers of small balance mortgage loans generally have fewer resources to comply with the requirements imposed by the ADA. 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, as identified on Exhibit A-1. 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 or 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.

***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 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. An Approved Directing Certificateholder may have interests that conflict with those of certain certificateholders. As a result, it is possible that the Approved Directing Certificateholder may direct the master servicer or the special servicer to take actions that conflict with the interests of certain classes of 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.

In addition, the Pooling and Servicing Agreement provides that in certain circumstances the Approved Directing Certificateholder may, at its own expense, request that a Directing Certificateholder Servicing Consultant (which may be the special servicer) prepare and deliver a recommendation relating to a requested waiver of any “due-on-sale” or “due-on-encumbrance” clause or a requested consent to certain modifications, waivers or amendments for certain underlying mortgage loans that are not Specially Serviced Mortgage Loans. In providing a recommendation in response to any such request, the Directing Certificateholder Servicing Consultant will be acting as a consultant to the 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 the Approved Directing Certificateholder in connection with any recommendation it gives the Approved Directing Certificateholder or actions taken by any party as a result of such consultation services provided to the Approved Directing Certificateholder as contemplated above. See “—The Master Servicer, the Special Servicer and the Sub-Servicer May Experience Conflicts of Interest” above.

***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. See “—Risks Relating to the Mortgage Loan Seller and Guarantor” below and “Description of the Mortgage Loan Seller and Guarantor” and “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this offering circular.

***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 Relating to the Mortgage Loan Seller and Guarantor” below and “Description of the Mortgage Loan Seller and Guarantor” in this offering circular.

***One Action Rules May Limit Remedies.*** Several states, including California, 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 highest marginal corporate tax rate (currently 35%), 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, 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% 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. 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 offering 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 offering 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.



***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 offering circular and may not cover all potential losses or risks.

Although subordination is intended to reduce the risk to holders of senior certificates of delinquent distributions or ultimate losses, the amount of subordination will be limited and may decline under certain circumstances described in this offering circular. In addition, if principal payments on one or more classes of certificates 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 has been repaid in full. As a result, the impact of losses and shortfalls experienced with respect to the underlying mortgage loans may fall primarily upon those subordinate classes of certificates.

The Freddie Mac Guarantee is intended to provide credit enhancement to the offered certificates as described in this offering circular by increasing the likelihood that holders of the offered certificates will receive (i) timely payments of interest, (ii) payment of principal to holders of each class of Class A Certificates, on or before the Distribution Date immediately following the maturity date of each Balloon Loan in the related Loan Group (or for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, each Balloon Loan), (iii) reimbursement of Realized Losses and any Additional Issuing Entity Expenses allocated to the Class A Certificates and (iv) ultimate payment of principal by the Assumed Final Distribution Date – No Prepayments to the holders of the Class A 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 Relating to the Mortgage Loan Seller and Guarantor” 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 offering circular. See “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering 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 the certificates;
- the order in which the outstanding principal balances of the respective classes of the certificates with outstanding principal balances will be reduced in connection with losses and default-related shortfalls (although such shortfalls with respect to the offered certificates will be covered under the Freddie Mac Guarantee); and
- the characteristics and quality of the underlying mortgage loans.

***The Offered Certificates Have Uncertain Yields to Maturity.*** The yield on the offered certificates will depend on, among other things:

- the price you pay for the certificates, and whether they are purchased at a premium or discount;
- variances in the anticipated rate of payments and other collections of principal on the underlying mortgage loans in the related Loan Group;
- while the class B certificates remain outstanding, reductions to the Weighted Average Net Mortgage Pass-Through Rate of the underlying mortgage loans in the related Loan Group caused by prepayments of underlying mortgage loans with higher interest rates;
- in the case of the class A-5H, A-7H and A-10H certificates, changes in the level of Six-Month LIBOR after the loan reset dates on the Hybrid ARM underlying mortgage loans in the related Loan Group to the extent the pass-through rates are subject to caps based on the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or, after the outstanding principal balance of the class B certificates has been reduced to zero, for the mortgage pool;
- after the outstanding principal balance of the class B certificates has been reduced to zero, in the case of the class A-5F, A-7F and A-10F certificates, changes in the level of Six-Month LIBOR after the loan reset dates on the Hybrid ARM underlying mortgage loans to the extent the pass-through rates are subject to caps based on the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool; and
- in the case of the class A-5H, A-7H and A-10H certificates, changes in the level of One-Month LIBOR on or after the applicable Class A Rate Change Date.

In addition, the yields on each class of the Class A Certificates could also be adversely affected if underlying mortgage loans in the related Loan Groups with higher interest rates experience principal payments faster than underlying mortgage loans in the related Loan Groups with lower interest rates. The pass-through rate for each class of the Class A Certificates is subject to a capped rate, calculated based upon the Weighted Average Net Mortgage Pass-Through Rate of the related Loan Group (while the class B certificates remain outstanding) or the mortgage pool (after the outstanding class principal balance of the class B certificates has been reduced to zero). The Weighted Average Net Mortgage Pass-Through Rate would decline if the rate of principal payments on the underlying mortgage loans with higher Net Mortgage Pass-Through Rates was faster than the rate of principal payments on the underlying mortgage loans with lower Net Mortgage Pass-Through Rates. The risk of significant declines in the Weighted Average Net Mortgage Pass-Through Rate may be higher in Loan Groups that contain fewer underlying mortgage loans. Accordingly, the yield on each class of the Class A Certificates, will be extremely sensitive to changes in the relative composition of the mortgage pool as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of underlying mortgage loans following default.

In addition, the amounts payable to the class X1 certificates will vary with changes in the total outstanding principal balance of the Principal Balance Certificates. The class X1 certificates will be adversely affected if underlying mortgage loans with relatively high mortgage interest rates experience a faster rate of principal payments than underlying mortgage loans with relatively low mortgage interest rates.

The yields on the offered certificates with variable or capped pass-through rates could also be adversely affected if underlying mortgage loans with relatively high net mortgage interest rates pay principal faster than the underlying mortgage loans with relatively low net mortgage interest rates.

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 or 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 Prepayment Premiums. None of the master servicer, the special servicer or the sub-servicer will be required to advance and the Freddie Mac Guarantee does not cover any Prepayment Premiums or other prepayment premiums for the offered certificates.

Delinquencies on the underlying mortgage loans, 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 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 are not allocated to the Class A Certificates, the losses may affect the weighted average life and yield to maturity of the Class A Certificates. Losses on the underlying mortgage loans, even if not allocated to the Class A Certificates, may result in a higher percentage ownership interest evidenced by the Class A Certificates in the remaining underlying mortgage loans than would otherwise have resulted absent the loss. The consequent effect on the weighted average lives and yield to maturity of the offered certificates will depend upon the characteristics of the remaining underlying mortgage loans. 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.

Shortfalls in the Available Distribution Amount resulting from Net Aggregate Prepayment Interest Shortfalls will generally be allocated to all classes of interest-bearing certificates, on a *pro rata* basis, based on the amount of interest (exclusive of any applicable Additional Interest Accrual Amounts) to which such classes are entitled for such Distribution Date based on their respective pass-through rates. However, such shortfalls with respect to the offered certificates will be covered under the Freddie Mac Guarantee. See “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

Factors affecting the rate, timing and amount of distributions cannot be predicted with any certainty. Accordingly, you may find it difficult to analyze the effect that those factors might have on the yield to maturity of the offered certificates. Prior to investing in the offered certificates, you should fully consider the associated risks, including the risk of failing to fully recover your initial investment, and review “Yield and Maturity Considerations” in this offering circular.

***The Underlying Mortgage Loans May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class X1 Certificates to Cause the Waiver of Prepayment Premiums and Due to Limited Prepayment Protection.*** Pursuant to the Pooling and Servicing Agreement, certificateholders representing a majority, by the outstanding notional amount, of the class X1 certificates 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 Prepayment Premium in connection with any prepayment of any underlying mortgage loan. Freddie Mac, as the expected initial certificateholder of all of the class X1 certificates, has indicated that the likelihood of its waiver of a Prepayment Premium 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 certain of the underlying mortgage loans that have prepayment consideration periods during which

voluntary principal prepayments must be accompanied by a 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 Prepayment Premium if such underlying mortgage loan is prepaid using the proceeds of a Freddie Mac mortgage loan that is the subject of a binding purchase commitment between Freddie Mac and a Freddie Mac approved “Seller/Servicer” or as the result of the sale of the mortgaged real property to an unrelated third party in an arms’-length transaction. Borrowers do not have a disincentive to prepay the underlying mortgage loans if they are not required to pay a Prepayment Premium in connection with such a prepayment. As a result, the underlying mortgage loans may experience a higher than expected rate of prepayment, which may adversely affect the yield-to-maturity of the offered certificates. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—If the Master Servicer, the Sub-Servicer or the Special Servicer Purchases Certificates, a Conflict of Interest Could Arise Between Their Duties and Their Interests in the Certificates” and “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Prepayment Provisions” in this offering circular.

***Optional Early Termination of the Issuing Entity May Result in an Adverse Impact on Your Yield or May Result in a Loss.*** The certificates will be subject to optional early termination by means of the purchase of the underlying mortgage loans and/or REO Properties in the issuing entity at the time and for the price described in “The Pooling and Servicing Agreement—Termination” in this offering circular. We cannot assure you that the proceeds from a sale of the underlying mortgage loans and/or REO Properties will be sufficient to distribute the outstanding certificate balance plus accrued interest and any undistributed shortfalls in interest accrued on the certificates that are subject to the termination. Accordingly, the holders of certificates affected by such a termination may suffer an adverse impact on the overall yield on their certificates, may experience repayment of their investment at an unpredictable and inopportune times 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—Termination” in this offering 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 certificateholders 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 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 offering 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 life 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 the 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. 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 related governing document(s). The right to receive these distributions of interest and compensation is senior to the rights of holders to receive distributions on the offered certificates and, consequently, may result in losses being allocated to the offered certificates that would not have resulted absent the accrual of this interest.

***Insolvency Proceedings with respect to the Master Servicer, the 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 Special Servicer, the Trustee or the Certificate Administrator.*** The master servicer, the 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. Should this occur, 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 of its responsibilities under the Pooling and Servicing Agreement would require any Third Party Master Servicer, the special servicer, the trustee or the certificate administrator to cure its pre-bankruptcy defaults, if any, 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 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 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 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 servicing 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 servicing fee is 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 is 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 fee 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 is required to repay the outstanding principal amount of the loan. The rate, timing and amount of scheduled payments of principal may vary, and may vary significantly, from mortgage loan to mortgage loan. The rate at which the underlying mortgage loans amortize will directly affect the rate at which the principal balance or notional amount of the corresponding component of the offered certificates 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 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 a partial prohibition against voluntary prepayments during some of the loan term, during which the loan documents require that voluntary or involuntary prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) made during a specified period of time be accompanied by a Prepayment Premium.

In many cases, however, there will be no restriction associated with the application of insurance proceeds or condemnation proceeds as a prepayment of principal.

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 Prepayment Premium will be enforceable or, if enforceable, that the foreclosure proceeds will be sufficient to pay the Prepayment Premium in connection with an involuntary prepayment. In general, Prepayment Premiums will be among the last items payable out of foreclosure proceeds.

In addition, Hybrid ARM underlying mortgage loans may be subject to higher prepayment rates as the date on which they are scheduled to start accruing interest at an adjustable rate approaches. As a Hybrid ARM underlying mortgage loan approaches its initial loan reset date, the borrower may become more likely to refinance that loan to avoid an increase in the mortgage rate, even if prevailing fixed rate mortgage loans are only available at rates that are slightly higher than the mortgage interest rate before adjustment.

***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 may vary materially and adversely from your expectations due to the following factors with respect to the underlying mortgage loans in the related Loan Group, in the case of each class of the Class A Certificates, or all of the underlying mortgage loans, in the case of the class X1 certificates (and after the class B certificates are reduced to zero, the Class A Certificates):

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

***Prepayments on the Underlying Mortgage Loans Will Affect the Average Life 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 will depend upon, among other things, the rate and timing of payments on the underlying mortgage loans. Prepayments on the underlying mortgage loans in a Loan Group may result in a faster rate of principal payments on the related class of Class A Certificates, thereby resulting in a shorter average life for the offered certificates 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. Prepayments may also occur 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 of the Underlying Mortgage Loans—Release of Property Through Prepayment” in this offering 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 offering 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 could occur significantly earlier or later, and the average life of the offered certificates could be significantly shorter or longer, than you expected.

***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. 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.

The mortgage loan seller, the depositor and the depositor’s affiliates (including one of the placement agents of the offered certificates and the initial purchaser of the Non-Guaranteed 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 the foregoing 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 will offer the offered certificates to investors through the placement agents. The activities of the 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 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 the certificates. If that were to occur, that Placement Agent Entity’s interests may not be aligned with the interests of other holders of 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 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 the 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 the certificates.

To the extent a Placement Agent Entity makes a market in the 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 certificates. The price at which a Placement Agent Entity may be willing to purchase the 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 certificates and significantly lower than the price at which it may be willing to sell the certificates.

In addition, the Placement Agent Entities will have no obligation to monitor the performance of the certificates or the actions of the master servicer, the special servicer, the certificate administrator, the trustee, Freddie Mac or the directing certificateholder, and will have no authority to advise them 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.

Wells Fargo Securities, LLC, one of the placement agents for the offered certificates, will also be the initial purchaser of the Non-Guaranteed Certificates and is an affiliate of the depositor. These relationships should be considered carefully before making an investment in 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, the directing certificateholder and Freddie Mac or its designee have the right to exercise various rights and powers in respect of the issuing entity as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans” and “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” in this offering circular.

In addition, in certain limited circumstances, certificateholders have the right to vote on matters affecting the issuing entity. 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 offering circular.

***The Interests of the 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, the directing certificateholder 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 mortgage pool described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans” in this offering circular. Any such junior lien mortgages and related securities may be purchased by certificateholders in this transaction, including the directing certificateholder, in which case the directing certificateholder could experience conflicts of interest when exercising consent rights with respect to the underlying mortgage loans and any related junior lien mortgages or related securities. You should expect that the 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 the special servicer or the master servicer to act in place of the directing certificateholder. See “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this offering circular.

In certain instances, the Approved Directing Certificateholder (if any) will be entitled under the Pooling and Servicing Agreement to receive a portion of certain borrower-paid transfer fees. The 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, the Approved Directing Certificateholder may have interests that conflict with those of other holders of certificates. See “Description of the Certificates—Fees and Expenses” in this offering 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 offering circular, the directing certificateholder may remove the special servicer, with or without cause, and appoint a successor special servicer 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. In the absence of significant losses on the underlying mortgage loans, the directing certificateholder will be a holder of a non-offered class of certificates. The directing certificateholder is therefore likely to have interests that conflict with those of the holders of the offered certificates. See “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering 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 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;
- although all of the underlying mortgage loans were recently underwritten and originated, 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 underlying mortgage loans 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, the issuing entity 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 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 offered 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 currently apply, or are expected to apply in the future, to various types of regulated investors in the European Economic Area (“EEA”) including credit institutions, authorized alternative investment fund managers, investment firms, insurance and reinsurance undertakings and Undertakings for Collective Investment in Transferable Securities funds. 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 ongoing 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.

- On September 30, 2015, the European Commission (the “European Commission”) published a proposal to amend the Capital Requirements Regulation (the “CRR Amendment Regulation”) and a proposed regulation relating to a European framework for simple, transparent and standardized securitization (the “STS Securitization Regulation”) and, together with the CRR Amendment Regulation, the “Securitization Regulations”) which would, among other things, recast the EU risk retention rules as part of wider changes to establish a “Capital Markets Union” in Europe. The Presidency of the Council of the European Union (the “Council”) and the European Parliament have proposed amendments to the Securitization Regulations. The subsequent trilogue discussions among representatives of the European Commission, the Council and the European Parliament, have resulted in a compromise agreement being reached on the contents of the Securitization Regulations. The Council published the compromise text of the STS Securitization Regulation in a communication dated June 26, 2017. However, the final forms of the Securitization Regulations have not yet been published and so their final contents are not yet known. The current intention is that the Securitization Regulations will only apply from January 1, 2019. Investors should be aware that there are likely to be material differences between the current EU Risk Retention and Due Diligence Requirements and those in the Securitization Regulations.
- 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, EEA-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 offering 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.

Additionally, the liquidity of the certificates may be affected by present uncertainties and future unfavorable determinations concerning legal investment. The certificates will not constitute “mortgage related securities” for purposes of SMMEA. See “Legal Investment” in this offering circular.

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. Accordingly, investors should evaluate the underlying mortgage loans independently from the performance of mortgage 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 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. 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 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 the 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.

***Freddie Mac's Investment in the Offered Certificates Could Adversely Affect the Liquidity of Your Investment.*** Freddie Mac is expected to purchase all of the class X1 certificates and may purchase some or all of the other classes of the offered certificates. Freddie Mac's investment in the offered certificates may adversely affect the liquidity of the offered certificates, even if a secondary market for the offered certificates is available. In the event that Freddie Mac decides to sell its investment in the offered certificates, the sale of the offered certificates in any market that may develop may be at a discount from the related par value or purchase price. As a result, the price and liquidity of the offered certificates in the secondary market may be adversely affected. 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 life of the offered certificates.

## Risks Relating to the Mortgage Loan Seller and Guarantor

***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 offering 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. 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 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. If the conservator were to transfer Freddie Mac’s obligations as master servicer to another party, the holder of the certificates would have to rely on that party to service the underlying mortgage loans and to rely on the successor to the master servicer’s obligations to use commercially reasonable efforts to cause the borrower under the applicable underlying mortgage loan to pay down such underlying mortgage loan.

***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 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.

## **DESCRIPTION OF THE ISSUING ENTITY**

The entity issuing the certificates will be FRESB 2017-SB38 Mortgage Trust, which we refer to in this offering 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 underlying mortgage 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 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 offering 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 offering 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, the mortgage loan seller's repurchase obligations 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 “Description of the Underlying Mortgage Loans—Representations and Warranties” in this offering 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 the foregoing legal opinion.

The issuing entity will be relying on an exclusion under the Investment Company Act contained in Section 3(c)(5) of 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 the regulations adopted on December 10, 2013 to implement Section 619 of the Dodd-Frank Act (such statutory provision, together with such 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. The Volcker Rule became effective on July 21, 2012, and final regulations implementing the Volcker Rule were adopted on December 10, 2013. Banking entities were required to be in conformance with the Volcker Rule by July 21, 2015, although ownership interests or sponsorships in covered funds in existence prior to December 31, 2013 are not required to be brought into conformance until July 21, 2017 (with the possibility of an additional five year extension for certain illiquid funds). Prior to the applicable conformance expiration date, banking entities must make good-faith efforts to conform their activities and investments to the Volcker Rule. 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 Wells Fargo Commercial Mortgage Securities, Inc., a North Carolina corporation. The depositor is an affiliate of Wells Fargo Securities, LLC, which is one of the placement agents for the offered certificates and will be the initial purchaser of the Non-Guaranteed Certificates. The depositor maintains its principal office at 375 Park Avenue, 2nd Floor, New York, New York 10152. Its telephone number is (212) 214-5600. 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 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 placement agency agreement relating to the offered certificates to indemnify the placement agents 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 offering 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 those 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. Each underlying mortgage loan was originated by Hunt Mortgage Partners, LLC, a Delaware limited liability company (the “Originator”), and was purchased 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 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/Servicer Guide, which can be accessed by subscribers at [www.allregs.com](http://www.allregs.com) (the "Guide"). Forms of Freddie Mac's current loan documents can be found on Freddie Mac's website, [www.freddiemac.com](http://www.freddiemac.com). The master servicer, the special servicer and the 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 offering 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 offering 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 lien;
- 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 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. Following the Closing Date, 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 offering circular.

## **DESCRIPTION OF THE UNDERLYING MORTGAGE LOANS**

### **General**

The assets of the issuing entity will consist primarily of 105 fixed rate and Hybrid ARM mortgage loans. 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 the related underlying mortgage loan. We refer to these loans that we intend to include in the issuing entity collectively in this offering circular as the "underlying mortgage loans." The underlying mortgage loans will have an initial total outstanding principal balance of approximately \$259,012,247 as of their applicable Due Dates in September 2017 (which will be September 1, 2017, subject, in some cases, to a next succeeding business day convention) (which we refer to in this offering circular as the "Cut-off Date"), subject to a variance of plus or minus 5%.

The pool of underlying mortgage loans will consist of six loan groups, Loan Group 5YR-F, Loan Group 5YR-H, Loan Group 7YR-F, Loan Group 7YR-H, Loan Group 10YR-F and Loan Group 10YR-H, for the purpose of calculating principal and interest distributions on the Class A Certificates. Loan Group 5YR-F will consist of 4 underlying mortgage loans, collectively representing approximately 4.0% of the initial mortgage pool balance. Loan Group 5YR-H will consist of 33 underlying mortgage loans, collectively representing approximately 27.9% of the initial mortgage pool balance. Loan Group 7YR-F will consist of 7 underlying mortgage loans, collectively representing approximately 7.2% of the initial mortgage pool balance. Loan Group 7YR-H will consist of 6 underlying mortgage loans, collectively representing approximately 5.9% of the initial mortgage pool balance. Loan Group 10YR-F will consist of 38 underlying mortgage loans, collectively representing approximately 31.1% of the initial mortgage pool balance. Loan Group 10YR-H will consist of 17 underlying mortgage loans, collectively representing approximately 24.0% of the initial mortgage pool balance.

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.

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 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 first priority lien subject to certain standard permitted encumbrances and/or any subordinate liens described in this offering circular.

Except for certain limited nonrecourse carveouts, most of the underlying mortgage loans are nonrecourse to the borrower and you should assume that 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 offering circular a variety of information regarding the underlying mortgage loans. When reviewing this information, please note that—

- All numerical information provided with respect to those underlying mortgage loans is provided on an approximate basis.
- All weighted average information provided with respect to those underlying mortgage loans or the underlying mortgage loans in any Loan Group reflects a weighting by their respective Cut-off Date Principal Balances. We show the Cut-off Date Principal Balance for each of the underlying mortgage loans on Exhibit A-1.
- 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 the Cut-off Date, 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 August 2017 up to and including September 1, 2017.
- Whenever we refer to the initial mortgage pool balance in this offering circular, we are referring to the total Cut-off Date Principal Balance of the entire mortgage pool.
- Whenever we refer to the initial Loan Group balance in this offering circular, we are referring to the total Cut-off Date Principal Balance of the related Loan Group.
- Whenever we refer to an Exhibit, we are referring to an Exhibit to this offering circular, unless otherwise indicated.
- When information with respect to mortgaged real properties is expressed as a percentage of the initial mortgage pool balance or the initial Loan Group balance, the percentages are based upon the Cut-off Date Principal Balances of the related underlying mortgage loans.
- If an underlying mortgage loan is secured by multiple parcels of real property, we treat those parcels as a single parcel of real property.
- Statistical information regarding the underlying mortgage loans may change prior to the Closing Date due to changes in the composition of the mortgage pool prior to that date.

#### **Mortgage Loans with the Same Borrower or Borrowers Under Common Ownership**

The issuing entity will include 15 groups of underlying mortgage loans that are made to the same borrower or borrowers under common ownership. The table below sets forth the number of underlying mortgage loans in each such group and the related Loan Group of each such group.

**Common Ownership Loan Groups**

<b>Common Ownership Group #</b>	<b>Loan Group</b>	<b>Number of Underlying Mortgage Loans<sup>(1)</sup></b>	<b>% of Initial Mortgage Pool Balance<sup>(2)</sup></b>
1	5YR-H	6	7.0%
2	10YR-H	4	4.1
3	10YR-H	2	4.0
4	(3)	3	3.7
5	5YR-H	6	3.6
6	10YR-F	2	2.8
7	10YR-H	2	2.4
8	5YR-F	2	2.0
9	(4)	2	1.8
10	(5)	2	1.7
11	5YR-H	2	1.3
12	10YR-F	2	1.2
13	10YR-F	2	1.0
14	5YR-H	2	0.8
15	5YR-H	2	0.8
<b>Total</b> .....		<b>41</b>	<b>38.2%</b>

- (1) See Exhibit A-I.
- (2) Amounts may not add up to the totals shown due to rounding.
- (3) 2 of the underlying mortgage loans in the common ownership group, collectively representing 2.2% of the initial mortgage pool balance, are in Loan Group 7YR-F. 1 of the underlying mortgage loans in the common ownership group, representing 1.5% of the initial mortgage pool balance, is in Loan Group 10YR-F.
- (4) 1 of the underlying mortgage loans in the common ownership group, representing 1.2% of the initial mortgage pool balance, is in Loan Group 10YR-F. 1 of the underlying mortgage loans in the common ownership group, representing 0.6% of the initial mortgage pool balance, is in Loan Group 7YR-F.
- (5) 1 of the underlying mortgage loans in the common ownership group, representing 1.0% of the initial mortgage pool balance, is in Loan Group 5YR-H. 1 of the underlying mortgage loans in the common ownership group, representing 0.7% of the initial mortgage pool balance, is in Loan Group 7YR-F.

**Certain Terms and Conditions of the Underlying Mortgage Loans**

*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 (the “Due Dates”).

*Mortgage Interest Rates; Calculations of Interest.* Each of the underlying mortgage loans bears interest on an Actual/360 Basis at a mortgage interest rate that, in the absence of default or modification, is either (i) fixed until the maturity of such underlying mortgage loan (in the case of Loan Groups 5YR-F, 7YR-F and 10YR-F) or (ii) fixed for an initial period that expires 5, 7 or 10 years following the origination date of such underlying mortgage loan (in the case of Loan Groups 5YR-H, 7YR-H and 10YR-H, respectively) and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan (a “Hybrid ARM” underlying mortgage loan).

The table below presents the number of underlying mortgage loans with each type of mortgage interest rate:

<b>Mortgage Interest Rate</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Mortgage Pool Balance</b>
Hybrid ARM.....	56	57.8%
Fixed.....	49	42.2
<b>Total</b> .....	<b>105</b>	<b>100.0%</b>

The table below presents the number of Hybrid ARM underlying mortgage loans and the related Loan Group that have the following initial loan reset dates:

<b>Loan Group</b>	<b>Hybrid ARM Initial Loan Reset Date</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Mortgage Pool Balance<sup>(1)</sup></b>
5YR-H	5 years.....	33	27.9%
7YR-H	7 years.....	6	5.9
10YR-H	10 years.....	17	24.0
	<b>Total.....</b>	<b>56</b>	<b>57.8%</b>

<sup>(1)</sup> Amounts may not add up to the totals shown due to rounding.

All of the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H are Hybrid ARM underlying mortgage loans that have initial loan reset dates that are approximately five, seven and ten years, respectively, after their respective origination dates, as set forth on Exhibit A-1.

With respect to each Hybrid ARM underlying mortgage loan, beginning with the first loan reset date, the mortgage interest rate will reset based on Six-Month LIBOR. If Six-Month LIBOR is no longer available, the lender will be required to choose a new index based upon comparable information. Before each loan reset date, the lender will be required to calculate the new mortgage interest rate by adding a margin of 2.750% or 3.250% to Six-Month LIBOR, which amount will be the mortgage interest rate until the next loan reset date. However based on the terms of the related loan documents at origination (i) with respect to the first loan reset date only, such mortgage interest rate may not be less than the initial mortgage interest rate or more than 1% higher than the initial mortgage interest rate and (ii) with respect to each loan reset date thereafter, such mortgage interest rate may not be (a) less than the initial mortgage interest rate or (b) increased or decreased by more than 1% from the mortgage interest rate from the preceding loan reset date. Additionally, in the absence of default, the mortgage interest rate for each Hybrid ARM underlying mortgage loan is subject to a mortgage-capped interest rate, as set forth on Exhibit A-1. With respect to each Hybrid ARM underlying mortgage loan, each loan reset after the first loan reset date will occur at six month intervals.

Exhibit A-1 shows the current mortgage interest rate for each of the underlying mortgage loans. 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.

“Six-Month LIBOR” means, with respect to (i) each of the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H and any applicable loan reset date and (ii) the class B certificates and any applicable Interest Accrual Period, the IBA’s six month London interbank offered rate for United States Dollar deposits, as displayed on the LIBOR Index Page, as determined on the related Six-Month LIBOR Determination Date; *provided, however*, that, in the event Six-Month LIBOR with respect to any Interest Accrual Period is less than zero, Six-Month LIBOR for such Interest Accrual Period will be deemed to be zero. With respect to the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H and each loan reset date, Six-Month LIBOR for such underlying mortgage loans will be determined by the master servicer. With respect to the class B certificates and each Interest Accrual Period, Six-Month LIBOR for the Pass-Through Rate on such class of certificates will be determined by the Calculation Agent.

“Six-Month LIBOR Determination Date” means (i) as to any underlying mortgage loan in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H, with respect to each loan reset date, the first day preceding the beginning of such loan reset date for which Six-Month LIBOR has been released by the IBA or (ii) as to the class B certificates, with respect to the Interest Accrual Period relating to the Class B First Rate Change Date and each Interest Accrual Period thereafter, the last day for which Six-Month LIBOR has been released by the IBA prior to the most recent June or December Interest Accrual Period.

“LIBOR Index Page” means the Bloomberg L.P., page “BBAM,” or such other page for One-Month LIBOR or Six-Month LIBOR as may replace page BBAM on that service, or at the option of the Calculation Agent (i) the applicable page for One-Month LIBOR or Six-Month LIBOR on another service which electronically transmits or displays IBA LIBOR rates, or (ii) any publication of One-Month LIBOR or Six-Month LIBOR rates available from the IBA. In the event the IBA ceases to set or publish a rate for One-Month LIBOR or Six-Month LIBOR, the Calculation Agent will use the industry-designated alternative index, as confirmed by Freddie Mac, 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. 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 certificates remain outstanding, an agent appointed to calculate One-Month LIBOR with respect to the class A-5H, A-7H and A-10H certificates and Six-Month LIBOR with respect to the class B certificates in respect of each Interest Accrual Period. The Certificate Administrator will be the initial Calculation Agent.

*Term to Maturity.* The table below presents the initial terms to maturity of the fixed rate underlying mortgage loans and the related Loan Group:

<u>Loan Group</u>	<u>Fixed Rate Initial Term to Maturity</u>	<u>Number of Underlying Mortgage Loans</u>	<u>% of Initial Mortgage Pool Balance</u>
5YR-F	5 years .....	4	4.0%
7YR-F	7 years .....	7	7.2
10YR-F	10 years .....	38	31.1
	<b>Total.....</b>	<b>49</b>	<b>42.2%</b>

All of the Hybrid ARM underlying mortgage loans in the mortgage pool have initial terms to maturity of 20 years.

*Balloon Loans.* All of the underlying mortgage loans are characterized by—

- an amortization schedule that is significantly longer than the actual term of the subject mortgage loan, and
- a substantial payment of principal on its stated maturity date.

*Additional Amortization Considerations.* The tables below present the amortization characteristics of the underlying mortgage loans:

<u>Amortization Type</u>	<u>Number of Underlying Mortgage Loans</u>	<u>% of Initial Mortgage Pool Balance</u>
Partial IO.....	69	67.9%
Balloon .....	36	32.1
<b>Total .....</b>	<b>105</b>	<b>100.0%</b>

<u>Original Interest-Only Period</u>	<u>Number of Underlying Mortgage Loans</u>	<u>% of Initial Mortgage Pool Balance</u>
0 .....	36	32.1%
12 .....	26	20.5
24 .....	18	20.7
36 .....	23	24.2
48 .....	1	1.9
60 .....	1	0.6
<b>Total .....</b>	<b>105</b>	<b>100.0%</b>

The tables below present the amortization characteristics of the underlying mortgage loans included in Loan Group 5YR-F:

<u>Loan Group 5YR-F Amortization Type</u>	<u>Number of Underlying Mortgage Loans</u>	<u>% of Initial Loan Group Balance</u>
Balloon .....	3	60.9%
Partial IO.....	1	39.1
<b>Total .....</b>	<b>4</b>	<b>100.0%</b>

<u>Loan Group 5YR-F Original Interest-Only Period</u>	<u>Number of Underlying Mortgage Loans</u>	<u>% of Initial Loan Group Balance</u>
0 .....	3	60.9%
12 .....	1	39.1
<b>Total .....</b>	<b>4</b>	<b>100.0%</b>

The tables below present the amortization characteristics of the underlying mortgage loans included in Loan Group 5YR-H:

<b>Loan Group 5YR-H Amortization Type</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
Partial IO.....	23	64.6%
Balloon .....	10	35.4
<b>Total .....</b>	<b>33</b>	<b>100.0%</b>

<b>Loan Group 5YR-H Original Interest-Only Period</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
0.....	10	35.4%
12.....	21	56.1
24.....	1	6.3
60.....	1	2.2
<b>Total .....</b>	<b>33</b>	<b>100.0%</b>

The tables below present the amortization characteristics of the underlying mortgage loans included in Loan Group 7YR-F:

<b>Loan Group 7YR-F Amortization Type</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
Partial IO.....	5	84.0%
Balloon .....	2	16.0
<b>Total .....</b>	<b>7</b>	<b>100.0%</b>

<b>Loan Group 7YR-F Original Interest-Only Period</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
0.....	2	16.0%
12.....	1	26.9
24.....	4	57.0
<b>Total .....</b>	<b>7</b>	<b>100.0%</b>

The tables below present the amortization characteristics of the underlying mortgage loans included in Loan Group 7YR-H:

<b>Loan Group 7YR-H Amortization Type</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
Partial IO.....	6	100.0%
<b>Total .....</b>	<b>6</b>	<b>100.0%</b>

<b>Loan Group 7YR-H Original Interest-Only Period</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
12.....	1	7.1%
24.....	5	92.9
<b>Total .....</b>	<b>6</b>	<b>100.0%</b>

The tables below present the amortization characteristics of the underlying mortgage loans included in Loan Group 10YR-F:

<b>Loan Group 10YR-F Amortization Type</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
Balloon .....	20	51.2%
Partial IO.....	18	48.8
<b>Total .....</b>	<b>38</b>	<b>100.0%</b>

<b>Loan Group 10YR-F Original Interest-Only Period</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
0 .....	20	51.2%
12 .....	2	2.9
24 .....	3	11.4
36 .....	13	34.4
<b>Total .....</b>	<b>38</b>	<b>100.0%</b>

The tables below present the amortization characteristics of the underlying mortgage loans included in Loan Group 10YR-H:

<b>Loan Group 10YR-H Amortization Type</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
Partial IO.....	16	88.7%
Balloon .....	1	11.3
<b>Total .....</b>	<b>17</b>	<b>100.0%</b>

<b>Loan Group 10YR-H Original Interest-Only Period</b>	<b>Number of Underlying Mortgage Loans</b>	<b>% of Initial Loan Group Balance</b>
0 .....	1	11.3%
24 .....	5	24.5
36 .....	10	56.2
48 .....	1	8.0
<b>Total .....</b>	<b>17</b>	<b>100.0%</b>

*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:

- 38 of the underlying mortgage loans, collectively representing 31.9% of the initial mortgage pool balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 34 of the underlying mortgage loans, collectively representing 37.4% of the initial mortgage pool balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the sum of (i) the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, plus (ii) 1.0% of the projected outstanding principal balance as of the first due date on or after the first loan reset date, followed by;
  2. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  3. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 33 of the underlying mortgage loans, collectively representing 30.7% of the initial mortgage pool balance, provide for –

1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, followed by;
  2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 3 of the underlying mortgage loans in Loan Group 5YR-F, collectively representing 60.9% of the initial Loan Group balance, provide for –
    1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
    2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
  - 1 of the underlying mortgage loans in Loan Group 5YR-F, representing 39.1% of the initial Loan Group balance, provides for –
    1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, followed by;
    2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
  - 17 of the underlying mortgage loans in Loan Group 5YR-H, collectively representing 55.9% of the initial Loan Group balance, provide for –
    1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the sum of (i) the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, plus (ii) 1.0% of the projected outstanding principal balance as of the first due date on or after the first loan reset date, followed by;
    2. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
    3. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
  - 16 of the underlying mortgage loans in Loan Group 5YR-H, collectively representing 44.1% of the initial Loan Group balance, provide for –
    1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
    2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
  - 5 of the underlying mortgage loans in Loan Group 7YR-F, collectively representing 84.0% of the initial Loan Group balance, provide for –
    1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, followed by;
    2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.



- 2 of the underlying mortgage loans in Loan Group 7YR-F, collectively representing 16.0% of the initial Loan Group balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 3 of the underlying mortgage loans in Loan Group 7YR-H, collectively representing 60.1% of the initial Loan Group balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the sum of (i) the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, plus (ii) 1.0% of the projected outstanding principal balance as of the first due date on or after the first loan reset date, followed by;
  2. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  3. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 3 of the underlying mortgage loans in Loan Group 7YR-H, collectively representing 39.9% of the initial Loan Group balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 27 of the underlying mortgage loans in Loan Group 10YR-F, collectively representing 74.4% of the initial Loan Group balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, followed by;
  2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 11 of the underlying mortgage loans in Loan Group 10YR-F, collectively representing 25.6% of the initial Loan Group balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  2. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 14 of the underlying mortgage loans in Loan Group 10YR-H, collectively representing 76.2% of the initial Loan Group balance, provide for –
  1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by the sum of (i) the greater of (a) 1.0% of the unpaid principal balance or (b) a Yield Maintenance Charge, plus (ii)

- 1.0% of the projected outstanding principal balance as of the first due date on or after the first loan reset date, followed by;
2. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
  3. an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.
- 3 of the underlying mortgage loans in Loan Group 10YR-H, collectively representing 23.8% of the initial Loan Group balance, provide for –
    1. a prepayment consideration period during which any principal prepayments (other than any prepayment occurring as the result of the application of any insurance proceeds or condemnation award) must be accompanied by a Static Prepayment Premium, followed by;
    2. 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: (1) a specified percentage of the outstanding principal balance of the underlying mortgage loan being prepaid; and (2) 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 offering 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 with respect to 103 of the underlying mortgage loans, collectively representing 99.0% of the initial mortgage pool balance will begin 3 payment dates prior to the month in which the underlying mortgage loan matures. The open prepayment period with respect to 2 of the underlying mortgage loans, collectively representing 1.0% of the underlying mortgage pool balance will begin 216 payment dates prior to the month in which the underlying mortgage loan matures.

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 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 Prepayment Premium will provide a sufficient disincentive to prevent a voluntary principal prepayment during the period in which it is owed. 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 Prepayment Premium, or of the collectability of any Prepayment Premium and the Freddie Mac Guarantee excludes the payment of Prepayment Premiums.

**Casualty and Condemnation.** In the event of a condemnation or casualty at the mortgaged real property securing any of the underlying mortgage loans, the lender may, at the lender’s discretion, hold any insurance or condemnation proceeds to reimburse the borrower for the cost of restoring the mortgaged real property or apply such proceeds to the repayment of debt. If the lender applies the condemnation award or insurance proceeds to the repayment of debt, such payment will not require payment of any prepayment premium.

**Lockboxes.** None of the underlying mortgage loans provide for a lockbox or any form of cash management arrangement.

**Escrow and Reserve Accounts.** Some 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, these accounts will be under the sole control of the master servicer or the 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.

Tax Escrows. Escrows were funded or will be funded for taxes with respect to certain of the underlying mortgage loans. The related borrower is generally required to deposit on a monthly basis an amount equal to one-twelfth of the annual real estate taxes and assessments. If an escrow was funded, the funds will be applied by the master servicer to pay for taxes and assessments at the related mortgaged real property. See Exhibit A-1.

In the case of certain of the underlying mortgage loans, initial or monthly escrows for taxes were not required at origination but may be required in the future subject to certain conditions set forth in the related loan documents. If an escrow was funded, the funds will be applied by the master servicer to pay for taxes and assessments at the related mortgaged real property.

Insurance Escrows. Escrows may be funded for insurance premiums with respect to certain of the underlying mortgage loans. The related borrower is generally required to deposit on a monthly basis an amount equal to one-twelfth of the annual premiums payable on insurance policies that the borrower is required to maintain. If an escrow was funded, the funds will be applied by the master servicer to pay for insurance premiums at the related mortgaged real property. See Exhibit A-1.

In the case of most of the underlying mortgage loans, initial or monthly escrows for insurance premiums were not required at origination but may be required in the future subject to certain conditions set forth in the related loan documents. If an escrow was funded, the funds will be applied by the master servicer to pay for insurance premiums at the related mortgaged real property.

Under some of the other underlying mortgage loans, the insurance carried by the related borrower is in the form of a blanket policy. In these cases, the amount of the escrow is an estimate of the proportional share of the premium allocable to the mortgaged real property, or the borrower pays the premium directly. See “—Property Damage, Liability and Other Insurance” below.

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 that secure an underlying mortgage loan, those reserve deposits are initial amounts and may vary over time.

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. In certain cases, the engineering reserve for a mortgaged real property may be less than the cost estimate in the related inspection report because—

- the mortgage loan seller may not have considered various items identified in the related inspection report significant enough to require a reserve; and/or
- various items identified in the related inspection report may have been corrected.

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. None of the underlying mortgage loans require engineering reserves 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.

*Release of Property Through Prepayment.*

All of the underlying mortgage loans permit the related borrower to obtain the release of all of the real property securing the underlying mortgage loan upon the prepayment of such underlying mortgage loan in full, together with the payment of a Prepayment Premium as described in “—Prepayment Provisions” above.

*Other Permitted Releases.* With respect to certain underlying mortgage loans, the loan documents may permit the borrower to release an unimproved parcel from the lien of the mortgage. The related loan agreement may require, among other things, that if such release occurs post-securitization, the borrower must either (i) provide a REMIC opinion, (ii) demonstrate that the 125% LTV test continues to be met after the release, or (iii) pay down the indebtedness of such underlying mortgage loan in an amount equal to (a) the net proceeds of an arm’s length sale of the released parcel, (b) the fair market value of the released parcel at the time of the release, or (c) an amount such that the loan-to-value ratio of such underlying mortgage loan does not increase after 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 the 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 borrower sells or otherwise transfers an interest in the corresponding mortgaged real property, related 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, without any adjustment to the interest rate or to any other economic terms of an underlying mortgage loan, if all of lender’s requirements are satisfied as determined by lender in its sole discretion including, but not limited to, the payment of (i) a transfer processing fee, (ii) all of the lender’s costs, including the cost of all title searches, title insurance and recording costs, and all attorneys’ fees and costs incurred in reviewing the transfer request and any fees charged by any NRSRO, if applicable and (iii) in the case of a transfer of all or any part of the mortgaged real property, a transfer fee;
- 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 may typically include, among other things, a specified entity or person retains control of the applicable borrower and manages the day-to-day operations of the corresponding mortgaged real property.

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 borrowers from incurring, without lender consent, any additional debt secured by the related mortgaged real property other than permitted subordinate mortgages, as described under “—Permitted Subordinated Mortgage Debt” below.

The borrowers under certain of the underlying mortgage loans may have incurred or may in the future incur unsecured indebtedness other than in the ordinary course of business which is or may be substantial in relation to the amount of the underlying mortgage loan. Each unsecured debt creditor could cause the related borrower to seek protection under applicable bankruptcy laws. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—The Type of Borrower May Entail Risk” in this offering 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, 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 Guide 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 approved lenders; *provided*, that after the Closing Date the borrower will not be permitted to incur such subordinate debt unless the directing certificateholder consents to the incurrence of such subordinate debt as discussed under “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this offering circular. A default under the subordinate loan documents will constitute a default under the related senior underlying mortgage loan. The holder of any junior lien loan may subsequently transfer the junior lien loans it holds in secondary market transactions, including securitizations.

The Guide requires that any such subordinate debt be governed by an intercreditor agreement which will, in general, govern the respective rights of the holder of the subordinate loan and the issuing entity as the holder of the related Senior Loans. 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. The issuing entity as the holder of the underlying mortgage loan is referred to in these paragraphs as the “Senior Loan Holder.” The underlying mortgage loan included in the issuing entity is referred to as the “Senior Loan”. Any related subordinate loan is referred to as the “Junior Loan” and any “Junior Loan Holder” means the holder of the most subordinate Junior Loan related to such Senior Loan.

**Allocations of Payments.** The right of the Junior Loan Holder to receive payments of interest, principal and other amounts will be subordinated to the rights of the Senior Loan Holder. Generally, as long as no event of default has occurred under the Senior Loan or the Junior Loan, the related borrower will make separate payments of principal and interest to the Junior Loan Holder and the Senior Loan Holder, respectively. If an event of default occurs and is continuing with respect to the Senior Loan or the 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 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 all other amounts owed with respect to the related Senior Loan until all such amounts are paid in full. Any payments received by the Junior Loan Holder during this time are required to be forwarded to the Senior Loan Holder.

**Modifications.** The Senior Loan Holder will be permitted to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver of any term or provision of any Senior Loan without the consent of the Junior Loan Holder unless such modification will (i) increase the interest rate or principal amount of the Senior Loan, (ii) increase in any other material respect any monetary obligations of the related borrower under the Senior Loan documents, (iii) extend or shorten the scheduled maturity date of the Senior 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 Senior Loan

into or for any other indebtedness or subordinate any of the Senior Loan 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) cross-default the Senior Loan with any other indebtedness, (vii) 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 (viii) extend the period during which voluntary prepayments are prohibited or during which prepayments require the payment of a Prepayment Premium or increase the amount of any such Prepayment Premium. However, in no event will Senior Loan Holder be obligated to obtain Junior Loan Holder’s consent in the case of a workout or other surrender, extension, compromise, release, renewal, or indulgence relating to the Senior Loan during the existence of a continuing Senior Loan event of default, except that under all conditions Senior Loan Holder will obtain Junior Loan Holder’s consent to a modification with respect to clause (i), clause (iii) (to the extent the term of the Senior Loan is shortened) and clause (viii) of this paragraph.

The Junior Loan Holder will be permitted to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver of any term or provision of any Junior Loan without the consent of the Senior Loan Holder unless such modification will (i) increase the interest rate or principal amount of the Junior Loan, (ii) increase in any other material respect any monetary obligations of the related borrower under the related loan documents with respect to the Junior Loan, (iii) extend or shorten the scheduled maturity date of the 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 Junior Loan into or for any other indebtedness or subordinate any of the 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) cross-default the Junior Loan with any other indebtedness, (vii) 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 (viii) extend the period during which voluntary prepayments are prohibited or during which prepayments require the payment of a Prepayment Premium or increase the amount of any such Prepayment Premium. However, in no event will Junior Loan Holder be obligated to obtain Senior Loan Holder’s consent to a modification or amendment in the case of a workout or other surrender, extension, compromise, release, renewal, or indulgence relating to the Junior Loan if an event of default has occurred and is continuing with respect to the Junior Loan, except that under all conditions Junior Loan Holder will be required to obtain Senior Loan Holder’s consent to a modification with respect to clause (i), clause (ii), clause (iii), clause (iv), clause (vii) and clause (viii) of this paragraph.

**Cure.** Upon the occurrence of any default that would permit the Senior Loan Holder under the related loan documents to commence an enforcement action, the Junior Loan Holder will also have the right to receive notice from the Senior Loan Holder 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 Junior Loan Holder 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 Junior Loan Holder 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 the Senior Loan becomes a Defaulted Loan (in accordance with the Pooling and Servicing Agreement), pursuant to the intercreditor agreement and the Pooling and Servicing Agreement, (a) the Junior Loan Holder will have the first right to purchase such Defaulted Loan at the Purchase Price and (b) each of the directing certificateholder (if the Defaulted Loan is not an Affiliated Borrower Loan) and Freddie Mac will have an option to purchase the Senior Loan at a purchase price equal to at least the Fair Value of such Senior Loan, in accordance with the procedures described in “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular. If the Defaulted Loan is an Affiliated Borrower Loan, any party exercising its Purchase Option will only be able to purchase such Senior Loan at a cash price equal to the Purchase Price. See “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular.

*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 insurance for property damage, flood (to the extent any of the subject property improvements are situated in a flood zone) and commercial general liability as required by, and in the amounts determined by, lender in accordance with the Guide.

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.

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 may be applied, at lender's option, to—

- to restore the related mortgaged real property (with any balance to be paid to the borrower); or
- towards payment of the underlying mortgage loan.

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 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 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 the 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).

### **Mortgage Pool Characteristics**

Exhibits A-1 and A-2 present 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 and A-2 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 certain of the underlying mortgage loans, the related borrower may be a single asset entity that 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 the mortgaged real property and certain other property listed in the related loan documents, (ii) operate any business other than the management and operation of the related mortgaged real property or (iii) maintain its assets in a way that is difficult to segregate and identify. With respect to certain of the underlying mortgage loans, the related borrower may be a multiple asset entity that 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 the mortgaged real property and certain other property listed in the related loan documents, (ii) operate any business other than the management and operation of the properties described in clause (i) above or (iii) maintain its assets in a way that is difficult to segregate and identify. With

respect to certain of the underlying mortgage loans, the related borrower may be a single purpose entity whose organizational documents or the terms of the underlying mortgage loan limit its activities to the ownership of only the related mortgaged real property and, subject to exceptions, including relating to subordinate debt secured by the related mortgaged real property, generally limit the borrower's ability to incur additional indebtedness other than trade payables and equipment financing relating to the mortgaged real property in the ordinary course of business. With respect to certain of the underlying mortgage loans, the related borrower may be an individual. See Exhibit A-1.

With respect to certain of the underlying mortgage loans with borrowers that are legal entities, no guarantees of the nonrecourse carveout provisions of the related loan documents were obtained. With respect to certain of the underlying mortgage loans with borrowers that are individuals, no guarantees of the nonrecourse carveout provisions of the related loan documents were obtained. 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 sponsors of the 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, the 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 the underlying mortgage loans. See Exhibit A-1.

With respect to certain of the underlying mortgage loans, the related sponsor may hold a preferred equity interest or similar interest in such borrower. Any preferred equity interest may generally entitle the related sponsor to preferred equity payments and entitle the preferred equity holder to step in as managing member of the related borrower under certain circumstances. In addition, any preferred equity interest may grant the preferred equity holder certain rights with respect to decisions regarding the related borrower and the related mortgaged real properties. We cannot assure you that these circumstances will not adversely impact such borrowers or the operations at or the value of any such mortgaged real property.

See "Risk Factors—Risks Related to the Underlying Mortgage Loans—The Type of Borrower May Entail Risk" in this offering circular for a further description of each of these borrower structures.

*Delinquencies.* None of the underlying mortgage loans were, as of the Cut-off Date, 30 days or more delinquent with respect to any monthly debt service payment.

*Title Issues.* Certain oil, gas or water estates may affect a property. Generally, in those cases, the respective title issue was analyzed by the Originator and determined not to materially affect the respective mortgaged real property for its intended use. However, we cannot assure you that any such analysis in this regard is correct, or that such determination was made in each and every case.

## **Underwriting Matters**

*General.* Each underlying mortgage loan was originated by the 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 offering circular. In connection with the origination or acquisition of each of the underlying mortgage loans, the Originator or acquirer 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.

The information provided by us in this offering 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," "—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 physical risk reports, if conducted, and appraisals described in this section were generally performed in connection with the origination of the underlying mortgage loans, which were originated between February 14, 2017 and July 28, 2017. Neither we nor the mortgage loan seller obtained updated physical risk reports or appraisals in connection with this securitization. We cannot assure you that the information in such property condition reports and appraisals reflect the current condition of or estimate of the value of the mortgaged real properties.

*Environmental Assessments.* With respect to each of the mortgaged real properties securing the underlying mortgage loans, physical risk reports were prepared in connection with the origination of the underlying mortgage loans. 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, and identify any recognized environmental conditions at the



subject property and on adjacent properties. With respect to certain other mortgaged real properties securing the underlying mortgage loans, a search of environmental databases or environmental site assessments were conducted with respect to the related mortgaged real properties. We cannot assure you that the environmental assessments performed in conjunction with the preparation of the physical risk report or the environmental database searches 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.

The Pooling and Servicing Agreement requires that the special servicer obtain an environmental site assessment 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 mortgage loan until a satisfactory environmental site assessment 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.

*Physical Risk Reports.* With respect to each 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 mortgaged real property.

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. In general, when repairs or replacements were recommended and deemed material by the 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. Generally, repairs or replacements to address life safety concerns are required to be completed within 90 days after origination, and all other repairs or replacements are required to be completed within 365 days after origination. 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, the materiality or life safety nature of the violations or the cost of corrective action. In addition, some of the required repairs or replacements may be in progress as of the date of this offering 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 date occurring within the 11-month period ending on September 1, 2017, 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, except as described in Exhibit A-1 and/or the related footnotes as to any underlying mortgage loan with a “prospective value upon stabilization,” which value is estimated assuming satisfaction of projected re-tenanting or increased tenant occupancy conditions.

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 that 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 offering circular. Each appraisal of a mortgaged real property 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, the Originator examined whether the use and operation of the related mortgaged real property were in material compliance with zoning, land-use and building ordinances 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, engineering or consulting reports (including the property condition report described in the Guide), recorded documents, temporary or permanent certificates of occupancy and/or representations by the related borrower. Where the property as currently operated or constructed is a permitted non-conforming use and/or structure, an analysis was generally conducted as to whether and under what conditions the property may be rebuilt to pre-damage size, density and configuration in the event of partial or full destruction by fire or other casualty, and if the property cannot be fully restored without conditions, whether an escrow, recourse carveout or supplemental law or ordinance coverage would be required to mitigate such rebuildability risk.

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.

## **Originator**

The Originator originated all of the underlying mortgage loans. Hunt, an affiliate of the Originator, will act as special servicer for all of the underlying mortgage loans and the Originator is expected to sub-servicer all of the underlying mortgage loans as described in “The Pooling and Servicing Agreement—The Special Servicer and Sub-Servicer”. Neither Hunt nor the Originator is an affiliate of the issuing entity, the depositor, the master servicer, the trustee, the custodian, the certificate administrator or the mortgage loan seller. Each of the Originator and Hunt is an affiliate of Hunt Residual Holdings, which is expected to be an initial investor in the class B certificates. Affiliates of Hunt Residual Holdings (or certain funds and accounts for which an affiliate of Hunt Residual Holdings acts as investment manager or advisor) are also expected to be initial investors in the class B certificates. Hunt Residual Holdings is expected to act as the Initial Directing Certificateholder. The Originator and its predecessors and its affiliates have been engaged in the origination of commercial mortgage loans for more than 25 years and, since inception, have originated over \$21 billion in commercial mortgage loans. The Freddie Mac multifamily servicing portfolio of Hunt and its affiliates collectively had an overall delinquency rate of 0.36% as of June 30, 2017. With respect to the multifamily mortgage loans that the Originator originates for sale to Freddie Mac, the Originator originates such mortgage loans substantially in accordance with the underwriting standards set forth in the Freddie Mac Multifamily Seller/Servicer Guide, as amended or supplemented from time to time or as otherwise described in the Pooling and Servicing Agreement.

The information set forth in this section “—Originator” has been provided by the Originator. Neither the depositor nor any other person other than the Originator 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 those underlying mortgage loans to the trustee. The trustee will hold those underlying mortgage loans for the benefit of the certificateholders and Freddie Mac. 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 the lost note (or an original or copy of the consolidated debt instrument, as applicable), together with a lost note affidavit and indemnity;
- the original, certified copy or a copy of the mortgage instrument, and if the particular document has been returned from the applicable recording office, together with originals, certified copies or copies 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 executed original 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 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 counterpart UCC financing statement and an original or counterpart of any intervening assignments from the Originator (or the originator of record in the event that the Originator is not the originator of record) 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;
- original UCC financing statement assignments, sufficient to assign each UCC financing statement filed in connection with the related underlying mortgage loan to the trustee; and
- the original or a copy of any ground lease and any related estoppel certificates, if available.

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.

None of the trustee, the certificate administrator or the custodian is under any 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.

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 cannot 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.

### **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, 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; or
- repurchase the affected mortgage loan at the Purchase Price; or
- replace the affected mortgage loan with a Qualified Substitute Mortgage Loan; *provided* no such 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 a Qualified Substitute Mortgage Loan, 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 of the preceding paragraph, exceeds

- the Stated Principal Balance of the Qualified Substitute Mortgage Loan 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 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 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 the original signed mortgage, unless there is included in the mortgage file (i) a copy of the mortgage and the related recording information; or (ii) prior to the expiration of an applicable cure period, a certified copy of the mortgage in the form sent for recording, with a certificate stating that the original signed mortgage was sent for recordation;
- the absence from the mortgage file of the original lender's title insurance policy or a copy of the original 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 any intervening assignments or endorsements required to create an effective assignment to the trustee on behalf of the issuing entity, unless there is included in the mortgage file a copy of the intervening assignment that will be or was sent for recordation; 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 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.

The foregoing obligation to cure, repurchase, substitute a Qualified Substitute Mortgage Loan 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 Mortgage Pool Characteristics**

The description in this offering circular of the mortgage pool is based upon the mortgage pool 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 the mortgage pool if we consider the removal necessary or appropriate. A limited number of other mortgage loans may be included in the mortgage pool prior to the issuance of the offered certificates, unless including those underlying mortgage loans would materially alter the characteristics of the mortgage pool as described in this offering circular. We believe that the information in this offering circular will be generally representative of the characteristics of the mortgage pool as it 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 described in this offering circular, may vary, and the actual initial mortgage pool balance may be as much as 5% larger or smaller than the initial mortgage pool balance specified in this offering 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 offering circular, the special servicer’s REO account described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—REO Properties” in this offering circular, the distribution account described under “—Distribution Account” below, the interest reserve account described under “—Interest Reserve Account” below or the servicing accounts (in the case of a servicing account, to the extent of the issuing entity’s interest in the servicing account).

The certificates will include the following classes:

- the class A-5F, A-5H, A-7F, A-7H, A-10F and A-10H certificates (collectively, the “Class A Certificates”) and the class X1 certificates, which are the classes of the certificates that are offered by this offering circular and have the benefit of the Freddie Mac Guarantee and are sometimes referred to as the “Guaranteed Certificates”; and
- the class B and R certificates, which are the classes of the certificates that—
  1. will be retained or privately placed by us;
  2. are not offered by this offering circular; and
  3. do not have the benefit of the Freddie Mac Guarantee.

The Class A Certificates and the class B certificates are the certificates that will have principal balances (collectively, the “Principal Balance Certificates”). 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 related assets of the issuing entity or, with respect to the Class A 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 and default-related and otherwise unanticipated issuing entity expenses. See “—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” below.

The class X1 and R certificates will not have principal balances, and the holders of those certificates will not be entitled to receive distributions of principal. However, the class X1 certificates will have a notional amount for purposes of calculating the accrual of interest with respect to that class of certificates. See “—Distributions—Calculation of Pass-Through Rates” below. The class X1 certificates are sometimes referred to in this offering circular as the “interest-only 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 certificates will be issued in book entry form as "Book-Entry Offered Certificates". The Class A Certificates will be issued in denominations of not less than \$10,000 initial principal balance and in any whole dollar denomination in excess of \$10,000. The class X1 certificates will be issued in denominations of not less than \$1,000,000 initial notional amount and in any whole dollar denomination in excess of \$1,000,000.

### **DTC, Euroclear and Clearstream, Luxembourg**

You will hold your offered certificates through DTC, in the United States, or Clearstream Banking, Luxembourg or The Euroclear System, in Europe, if you are a participating organization of the applicable system, or indirectly through organizations that are participants in the applicable system ("Participants"). Clearstream, Luxembourg and Euroclear will hold omnibus positions on behalf of organizations that are participants in either of these systems, through customers' securities accounts in Clearstream, Luxembourg's or Euroclear's names on the books of their respective depositaries. Those depositaries will, in turn, hold those positions in customers' securities accounts in the depositaries' names on the books of DTC. DTC is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the Exchange Act. DTC was created to hold securities for its Participants and to facilitate the clearance and settlement of securities transactions between Participants through electronic computerized book-entries, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to the DTC system also is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly ("Indirect Participants").

Transfers between DTC Participants will occur in accordance with DTC rules. Transfers between Clearstream Participants and Euroclear Participants will occur in accordance with the applicable rules and operating procedures of Clearstream and Euroclear.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly through Clearstream Participants or Euroclear Participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by its Depositary; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its Depositary to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream Participants and Euroclear Participants may not deliver instructions directly to the Depositaries.

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

Certificateholders who are not Participants or Indirect Participants but desire to purchase, sell or otherwise transfer ownership of, or other interests in, such offered certificates may do so only through Participants and Indirect Participants. In addition, holders of offered certificates in global form will receive all distributions of principal and interest from the certificate administrator through the Participants who in turn will receive them from DTC. Under a book-entry format, holders of such offered certificates may experience some delay in their receipt of payments, since such payments will be forwarded by the certificate administrator to Cede & Co., as nominee for DTC. DTC will forward such payments to its Participants, which thereafter will forward them to Indirect Participants or such certificateholders.

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "Rules"), DTC is required to make book-entry transfers of offered certificates in global form among Participants on whose behalf it acts with respect to such offered certificates and to receive and transmit distributions of principal of, and interest on, such offered certificates. Participants and Indirect Participants with which the certificateholders have accounts with respect to such offered certificates similarly are

required to make book-entry transfers and receive and transmit such payments on behalf of their respective holders of such offered certificates. Accordingly, although such certificateholders will not possess the offered certificates, the Rules provide a mechanism by which Participants will receive payments on such offered certificates and will be able to transfer their interest.

Because DTC can only act on behalf of Participants, who in turn act on behalf of Indirect Participants and certain banks, the ability of a holder of offered certificates in global form to pledge such offered certificates to persons or entities that do not participate in the DTC system, or to otherwise act with respect to such offered certificates, may be limited due to the lack of a physical certificate for such offered certificates.

DTC will take any action permitted to be taken by a holder of an offered certificate in global form under the Pooling and Servicing Agreement only at the direction of one or more Participants to whose accounts with DTC such offered certificates are credited. DTC may take conflicting actions with respect to other undivided interests to the extent that such actions are taken on behalf of Participants whose holdings include such undivided interests.

Except as required by law, none of the depositor, Freddie Mac, the master servicer, the special servicer, the certificate administrator or the trustee will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the offered certificates held by Cede & Co., as nominee for DTC, or for maintaining, supervising or reviewing any records relating to such beneficial interests.

Clearstream is incorporated under the laws of Luxembourg and is a global securities settlement clearing house. Clearstream holds securities for its participating organizations (“Clearstream Participants”) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Transactions may be settled in Clearstream in numerous currencies, including United States dollars. Clearstream provides to its Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. Clearstream is regulated as a bank by the Luxembourg Monetary Institute. Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant, either directly or indirectly.

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

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

The information in this offering circular concerning DTC, Euroclear and Clearstream, Luxembourg, and their book-entry systems, has been obtained from sources believed to be reliable, but we do not take any responsibility for the accuracy or completeness of that information.

### **Book-Entry Registration**

The offered certificates offered and sold inside the United States will be issued in the form of one or more global certificates, in fully registered form without interest coupons (the “Global Certificate”). The Global Certificate will be—

- deposited with the certificate administrator as custodian for DTC (in that capacity, the “DTC Custodian”), and



- registered in the name of a nominee of DTC for credit to the respective accounts of the owners of those offered certificates at DTC.

The Book-Entry Offered Certificates offered and sold outside of the United States, its territories and possessions will be issued in the form of one or more global certificates, in fully registered form without coupons (the “Global Certificate”). Each Global Certificate will be—

- deposited with the DTC Custodian, and
- registered in the name of a nominee of DTC for credit, on DTC’s book-entry system, to the Euroclear Operator, as operator of Euroclear, or to Clearstream, Luxembourg, for the respective accounts of the owners of those offered certificates.

Global Certificates will be held by the DTC Custodian on behalf of participating organizations in the DTC system. So long as DTC or its nominee is the registered owner or holder of a Global Certificate, DTC or its nominee, as the case may be, will be considered the sole holder of that Global Certificate for all purposes under the Pooling and Servicing Agreement. DTC Participants will only be entitled to exercise rights with respect to the Book-Entry Offered Certificates credited to their DTC accounts through procedures established by DTC.

DTC’s practice is to credit direct participants’ accounts on the related Distribution Date in accordance with their respective holdings shown on DTC’s records unless DTC has reason to believe that it will not receive payment on that date. Disbursement of those distributions by participants to beneficial owners of Book-Entry Offered Certificates will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of each such participant (and not of DTC, us or any trustee or servicer), subject to any statutory or regulatory requirements as may be in effect from time to time. Under a book-entry system, the beneficial owners of Book-Entry Offered Certificates may receive payments after the related Distribution Date.

The only holder of the Book-Entry Offered Certificates will be the nominee of DTC, and the beneficial owners of the Book-Entry Offered Certificates will not be recognized as certificateholders under the Pooling and Servicing Agreement. Beneficial owners of the Book-Entry Offered Certificates will be permitted to exercise the rights of certificateholders under the Pooling and Servicing Agreement only indirectly through the participants, which in turn will exercise their rights through DTC.

DTC has advised us that it will take any action permitted to be taken by a holder of a Book-Entry Offered Certificate, including the presentation of Book-Entry Offered Certificates for exchange as described below, only at the direction of one or more DTC Participants to whose DTC accounts interests in the related Global Certificates are credited, and only in respect of that portion of the aggregate principal amount of the Book-Entry Offered Certificates as to which each such DTC Participant has given such direction.

Although DTC, Euroclear and Clearstream, Luxembourg have implemented the foregoing procedures in order to facilitate transfers of interests in the Global Certificates among participants of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to comply with those procedures, and such procedures may be discontinued at any time. We, the trustee, the certificate administrator, the certificate registrar and the placement agents will not have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective direct or indirect participants of their respective obligations under the rules and procedures governing their operations.

The information in this offering circular concerning DTC, Euroclear and Clearstream, Luxembourg, and their book-entry systems, has been obtained from sources believed to be reliable. However, neither we nor the placement agents take any responsibility for the accuracy or completeness of the information obtained from these sources.

Offered Certificates initially issued in book-entry form will thereafter be issued in definitive form as “Definitive Offered Certificates” to applicable beneficial owners or their nominees, rather than to DTC or its nominee, only if—

- we advise the certificate administrator in writing that DTC is no longer willing or able to properly discharge its responsibilities as depository with respect to those certificates and we are unable to locate a qualified successor, or
- we, at our option, elect to terminate the book-entry system through DTC with respect to those certificates.

Upon the occurrence of either of the events described in the preceding sentence, the certificate registrar will be required to notify, in accordance with DTC’s procedures, all DTC Participants (as identified in a listing of DTC Participant accounts to which any Book-Entry Offered Certificate is credited) through DTC of the availability of definitive certificates with respect to the Book-Entry Offered Certificates. Upon surrender by DTC of the Book-Entry Offered Certificates, together with instructions for re-registration, the certificate administrator will execute, and the certificate registrar will authenticate and deliver, to the

beneficial owners identified in those instructions the Definitive Offered Certificates to which they are entitled, and thereafter the holders of those Definitive Offered Certificates will be recognized as certificateholders under the Pooling and Servicing Agreement.

To the extent that under the terms of the Pooling and Servicing Agreement, it is necessary to determine whether any person is a beneficial owner of a Book-Entry Offered Certificate, the certificate administrator may make that determination based on a certificate of that person which must specify, in reasonable detail satisfactory to the certificate administrator, the class and principal balance of the Book-Entry Offered Certificate beneficially owned. However, the certificate administrator may not knowingly recognize that person as a beneficial owner of a Book-Entry Offered Certificate if that person, to the actual knowledge of certain specified officers of the certificate administrator, acquired its interest in a Book-Entry Offered Certificate in violation of the restrictions set forth in the Pooling and Servicing Agreement or if that person's certification that it is a beneficial owner of a Book-Entry Offered Certificate is in direct conflict with information obtained by the certificate administrator from DTC and/or the DTC Participants.

Any holder or beneficial owner of an offered certificate desiring to effect a sale, pledge or other transfer of that certificate or any interest in that certificate will be obligated to indemnify the depositor, the placement agents, the initial purchaser, the trustee, the certificate administrator, the other parties to the Pooling and Servicing Agreement and the certificate registrar against any liability that may result if the sale, pledge or other transfer is not exempt from registration and/or qualification under the Securities Act and applicable state and foreign securities laws or is not made in accordance with such federal, state and foreign laws and the provisions of Section 5.02 of the Pooling and Servicing Agreement.

### **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—
    - (a) amounts payable to the master servicer (or a sub-servicer), the special servicer, any Approved Directing Certificateholder or any Affiliated Borrower Loan Directing Certificateholder as compensation, including master servicing fees, sub-servicing fees, special servicing 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;
    - (b) amounts payable to the master servicer (for itself or on behalf of certain indemnified sub-servicers) and the special servicer;
    - (c) amounts payable in reimbursement of outstanding advances, together with interest on those advances (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac); and
    - (d) 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 and/or the trustee 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 offering circular.

With respect to each Distribution Date that occurs during March (or February, if the related Distribution Date is the final Distribution Date), 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.

The certificate administrator will be authorized, but will not be obligated, to invest or direct the investment of funds held in the distribution account and 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 (a) 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 offering circular and (b) CREFC<sup>®</sup> any accrued and unpaid CREFC<sup>®</sup> Intellectual Property Royalty License Fee;
- 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;
- (A) 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 (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac)) and (B) to reimburse the Guarantor for any unreimbursed Guarantor Reimbursement Amounts 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 (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac));
- to pay the Guarantor the Guarantee Fee;
- without duplication, to pay indemnity amounts to itself, the custodian, the trustee, the depositor, the master servicer (including on behalf of certain indemnified sub-servicers), the special servicer, Freddie Mac (in its capacity as 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 offering circular;

- to pay 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 offering 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, 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 and to the Guarantor (with respect to the Guarantor Reimbursement Amounts). 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 offering circular as the Available Distribution Amount, which will be paid to the holders of all the certificates and the Guarantor, who is entitled to the Guarantee Fee, as described under “—Distributions—Priority of Distributions” below; and
- the portion of those funds that represent Prepayment Premiums collected on the underlying mortgage loans during the related Collection Period, which will be paid to the holders of the class X1 certificates, as described under “—Distributions—Distributions of Prepayment Premiums” below. In no circumstances will Prepayment Premiums be payable to the class B certificates as Additional Interest Distribution Amounts.

The certificate administrator will be required to pay to CREFC® the CREFC® Intellectual Property Royalty License Fee on a monthly basis solely from funds on deposit in the distribution account, to the extent sufficient funds are on deposit in the distribution account. Upon receipt of a request from CREFC®, the certificate administrator will provide CREFC® with a report that shows the calculation of the CREFC® Intellectual Property Royalty License Fee for the period requested by CREFC®.

### **Interest Reserve Account**

The certificate administrator must maintain an account or subaccount in which it will hold the interest reserve amounts described in the next paragraph.

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 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 the 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 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. 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 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 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 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, *provided, however*, that 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 amounts set forth in the table below, which accrue at the fee rates shown below and are payable to the master servicer, the special servicer, the trustee, the certificate administrator, the custodian, the Guarantor or the Approved Directing Certificateholder, as applicable. As used in the table below, the term “general collections” refers to general collections on the entire mortgage pool.

Type/Recipient	Amount / Fee Rate	Frequency	Source of Funds
<u>Fees</u>			
Master Servicing Fee and Sub-Servicing Fee / Master Servicer	<ul style="list-style-type: none"> <li>• the Stated Principal Balance of each underlying mortgage loan multiplied by a <i>per annum</i> master servicing fee rate set forth on Exhibit F (calculated using the same interest accrual basis of such underlying mortgage loan)</li> <li>• the Stated Principal Balance of each underlying mortgage loan multiplied by a <i>per annum</i> sub-servicing fee rate set forth on Exhibit F (calculated using the same interest accrual basis of such underlying mortgage loan)</li> </ul>	monthly	interest payments on related loan or, with respect to liquidated loans, general collections if Liquidation Proceeds are not sufficient
Additional Servicing Compensation / Master Servicer	<ul style="list-style-type: none"> <li>• all late payment fees and default interest (other than on Specially Serviced Mortgage Loans) not used to pay interest on advances and certain Additional Issuing Entity Expenses with respect to the related mortgage loans</li> <li>• 60% of any Transfer 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 Approved Directing Certificateholder or Affiliated Borrower Loan Directing Certificateholder (or 100% of such fees if the directing certificateholder is not an Approved Directing Certificateholder)</li> <li>• 100% of such fees for non-Specially Serviced Mortgage Loans for certain transfers or substitutions, such as granting an easement, right of way or similar agreement for utilities, access, parking, public improvements or another purpose, including subordination of the related Loan to such easement, right of way or similar agreement, that do not require the consent or review of the Approved Directing</li> </ul>	from time to time	the related fee
		from time to time	the related fee

Type/Recipient	Amount / Fee Rate	Frequency	Source of Funds
	<p data-bbox="641 241 933 409">Certificateholder or Affiliated Borrower Loan Directing Certificateholder (a portion of which may be payable to a sub-servicer under a related sub-servicing agreement)</p> <ul data-bbox="605 420 966 766" style="list-style-type: none"> <li data-bbox="605 420 966 640">• all 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)</li> <li data-bbox="605 651 966 766">• all investment income earned on amounts on deposit in the collection account and certain escrow and reserve accounts</li> </ul>	<p data-bbox="990 420 1161 445">from time to time</p> <p data-bbox="990 651 1071 676">monthly</p>	<p data-bbox="1239 420 1380 445">the related fee</p> <p data-bbox="1239 651 1429 676">investment income</p>
Special Servicing Fee / Special Servicer	<p data-bbox="605 787 966 1113">the Stated Principal Balance of each Specially Serviced Mortgage Loan or REO Loan multiplied by the special servicing fee rate of 0.7500% <i>per annum</i> (calculated using the same interest accrual basis of such underlying mortgage loan), provided if such special servicing fee would, in the aggregate, be less than \$1,000 in any given month, the special servicing fee for such month will be \$1,000</p>	monthly	general collections
Workout Fee / Special Servicer	<p data-bbox="605 1134 966 1375">1.50% (with respect to underlying mortgage loans with outstanding principal balances of \$2,000,000 or more) or 1.75% (with respect to underlying mortgage loans with outstanding principal balance of less than \$2,000,000) of each collection of principal and interest on each Corrected Mortgage Loan</p>	monthly	the related collections of principal and interest
Liquidation Fee / Special Servicer	<p data-bbox="605 1396 966 1774">1.50% (with respect to underlying mortgage loans with outstanding principal balances of \$2,000,000 or more) or 1.75% (with respect to underlying mortgage loans with outstanding principal balance of less than \$2,000,000) of each recovery of net Liquidation Proceeds or proceeds from a full or discounted payoff, except as specified under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” in this offering circular</p>	upon receipt of Liquidation Proceeds	the related Liquidation Proceeds

<u>Type/Recipient</u>	<u>Amount / Fee Rate</u>	<u>Frequency</u>	<u>Source of Funds</u>
Additional Special Servicing Compensation / Special Servicer	<ul style="list-style-type: none"> <li>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 mortgage loans</li> </ul>	from time to time	the related fee
	<ul style="list-style-type: none"> <li>100% of commercially reasonable fees actually paid by the related borrower on modifications, extensions, earnouts, consents and other actions for Specially Serviced Mortgage Loans</li> </ul>	from time to time	the related fee
	<ul style="list-style-type: none"> <li>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 borrower for such purpose</li> </ul>	from time to time	the related fee
	<ul style="list-style-type: none"> <li>all investment income received on funds in any REO account</li> <li>other customary charges related to actions for which only the special servicer is responsible</li> </ul>	from time to time	investment income
Fees / Approved Directing Certificateholder or any Affiliated Borrower Loan Directing Certificateholder	40% of any Transfer Fees collected on or with respect to any non-Specially Serviced Mortgage Loans for transfers or substitutions, which require the consent or review of the Approved Directing Certificateholder or the Affiliated Borrower Loan Directing Certificateholder	from time to time	the related fee
Trustee Fee / Trustee	0.0020% <i>per annum</i> multiplied by the Stated Principal Balance of the underlying mortgage loans (calculated using the same interest accrual basis as each underlying mortgage loan)	monthly	general collections
Certificate Administrator Fee / Certificate Administrator	0.0072% <i>per annum</i> multiplied by the Stated Principal Balance of the underlying mortgage loans (calculated using the same interest accrual basis as each underlying mortgage loan)	monthly	general collections
Guarantee Fee / Guarantor	0.3500% <i>per annum</i> multiplied by the outstanding principal balance of the Class A Certificates (calculated on a 30/360 Basis)	monthly	general collections
CREFC® Intellectual Property Royalty License Fee / CREFC®	0.0005% <i>per annum</i> multiplied by the aggregate outstanding principal balance	monthly	general collections



<u>Type/Recipient</u>	<u>Amount / Fee Rate</u>	<u>Frequency</u>	<u>Source of Funds</u>
	of the class B certificates (calculated on a 30/360 Basis)		
<u>Expenses</u>			
Servicing Advances / Master Servicer and Trustee	to the extent of funds available, the amount of any Servicing Advances	from time to time	collections on the related loan, or if not recoverable, from general collections
Interest on Servicing Advances / Master Servicer and Trustee	at Prime Rate	when advance is reimbursed	first from default interest/late payment fees, then from general collections (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac)
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 loan, or if not recoverable, from general collections
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 (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac)
Indemnification Expenses / Depositor, Trustee, Certificate Administrator/Custodian, Master Servicer, Special Servicer 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) and the 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
Interest on Unreimbursed Indemnification Expenses / Depositor, Trustee, Custodian, Certificate Administrator, any Third Party Master Servicer, Special Servicer and Freddie Mac	at Prime Rate	when Unreimbursed Indemnification Expenses are reimbursed	general collections

### **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.* All of the classes of the certificates will bear interest, except for the class R certificates.

With respect to each interest-bearing class of the certificates, interest will accrue on a 30/360 Basis during each Interest Accrual Period based upon:

- 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 that date and the distribution priorities described under “—Priority of Distributions” below and, in the case of the offered certificates, subject to the Freddie Mac Guarantee, the holders of each interest-bearing class of the 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 for that Distribution Date that is allocable to that class of certificates.

If the holders of any interest-bearing class of the 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 “Unpaid Interest Shortfall”), subject to the Available Distribution Amount for those future Distribution Dates and the distribution priorities described below.

The portion of any Net Aggregate Prepayment Interest Shortfall for any Distribution Date that is allocable to reduce the current accrued interest then payable with respect to any particular interest-bearing class of the certificates will be allocated to the Class A Certificates and the class X1 and B certificates based on the amount of interest (exclusive of any applicable 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 certificates will be covered under the Freddie Mac Guarantee.

If, for any Distribution Date on or after the Class B First Rate Change Date, the Class B Pass-Through Rate is capped at the Class B Capped Rate, the class B certificates will be entitled to an Additional Interest Accrual Amount for such class and such Interest Accrual Period, to the extent funds are available for such purpose, as described below.

The “Class B First Rate Change Date” is the Distribution Date in July 2025.

The Additional Interest Accrual Amount to which the class B certificates are entitled for any Distribution Date may not exceed the sum of the Class X1 Interest Accrual Amount and any Class X1 Withheld Amounts for the related Interest Accrual Period.

The amount of interest payable to the class X1 certificates on any Distribution Date will be the Class X1 Interest Distribution Amount. The “Class X1 Interest Distribution Amount” means, for each Distribution Date, an amount equal to the excess, if any, of (1) the sum of (a) the excess, if any, of the Class X1 Interest Accrual Amount for such Distribution Date plus any Class X1 Withheld Amounts, over the Additional Interest Accrual Amount, if any, for the class B 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 Additional Interest Shortfall Amount for such Distribution Date.

On any Distribution Date that occurs in March with respect to a Loan Group that has paid in full in January or February of such calendar year, any interest reserve amounts that were withheld in respect of any underlying mortgage loans in such Loan Group (the “Class X1 Withheld Amounts”) will be distributed to the class X1 certificates on such March Distribution Date,

subject to the payment of Additional Interest Distribution Amounts to the class B certificates, pursuant to priority 1st of the table under “Description of the Certificates—Distributions—Priority of Distributions” in this offering circular.

To the extent that funds are not available to pay any Additional Interest Distribution Amount on any Distribution Date on the class B certificates, such Additional Interest Distribution Amount will be distributable on future Distribution Dates as an 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 8. However, the initial pass-through rates identified in such table with respect to the class X1 and B certificates are approximate.

The pass-through rate for the class A-5F certificates will be equal to a *per annum* rate equal to the lesser of (i) 2.3500% and (ii) the Class A-5F Capped Rate; *provided*, that in no event may such pass-through rate be less than zero.

The “Class A-5F Capped Rate” will be a *per annum* rate equal to the excess, if any, of:

- (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-F for such Distribution Date; or
- (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
- (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-5F Capped Rate be less than zero.

The pass-through rate for the class A-5H certificates will be equal to:

- (a) for each Distribution Date occurring prior to the Distribution Date in September 2022 (the “Class A-5H Rate Change Date”), a *per annum* rate equal to the lesser of (i) 2.5300% and (ii) the Class A-5H Capped Rate; and
- (b) for each Distribution Date occurring on and after the Class A-5H Rate Change Date, a *per annum* rate equal to the lesser of (i) One-Month LIBOR plus 0.7000% and (ii) the Class A-5H Capped Rate;

*provided*, that in no event may such pass-through rate be less than zero.

The “Class A-5H Capped Rate” will be a *per annum* rate equal to the excess, if any, of:

- (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-H for such Distribution Date; or
- (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
- (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-5H Capped Rate be less than zero.

The pass-through rate for the class A-7F certificates will be equal to a *per annum* rate equal to the lesser of (i) 2.5600% and (ii) the Class A-7F Capped Rate; *provided*, that in no event may such pass-through rate be less than zero.

The “Class A-7F Capped Rate” will be a *per annum* rate equal to the excess, if any, of:

- (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-F for such Distribution Date; or
- (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over

- (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-7F Capped Rate be less than zero.

The pass-through rate for the class A-7H certificates will be equal to:

- (a) for each Distribution Date occurring prior to the Distribution Date in September 2024 (the “Class A-7H Rate Change Date”), a *per annum* rate equal to the lesser of (i) 2.7600% and (ii) the Class A-7H Capped Rate; and
- (b) for each Distribution Date occurring on and after the Class A-7H Rate Change Date, a *per annum* rate equal to the lesser of (i) One-Month LIBOR plus 0.7000% and (ii) the Class A-7H Capped Rate;

*provided*, that in no event may such pass-through rate be less than zero.

The “Class A-7H Capped Rate” will be a *per annum* rate equal to the excess, if any, of:

- (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-H for such Distribution Date; or
- (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
- (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-7H Capped Rate be less than zero.

The pass-through rate for the class A-10F certificates will be equal to a *per annum* rate equal to the lesser of (i) 2.9200% and (ii) the Class A-10F Capped Rate; *provided*, that in no event may such pass-through rate be less than zero.

The “Class A-10F Capped Rate” will be a *per annum* rate equal to the excess, if any, of:

- (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-F for such Distribution Date; or
- (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over
- (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-10F Capped Rate be less than zero.

The pass-through rate for the class A-10H certificates will be equal to:

- (a) for each Distribution Date occurring prior to the Distribution Date in September 2027 (the “Class A-10H Rate Change Date”), a *per annum* rate equal to the lesser of (i) 3.0700% and (ii) the Class A-10H Capped Rate; and
- (b) for each Distribution Date occurring on and after the Class A-10H Rate Change Date, a *per annum* rate equal to the lesser of (i) One-Month LIBOR plus 0.7000% and (ii) the Class A-10H Capped Rate;

*provided*, that in no event may such pass-through rate be less than zero.

The “Class A-10H Capped Rate” will be a *per annum* rate equal to the excess, if any, of:

- (a) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-H for such Distribution Date; or
- (b) for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for such Distribution Date; over

- (c) in the case of both clause (a) and clause (b), the Guarantee Fee Rate;

*provided*, that in no event may the Class A-10H Capped Rate be less than zero.

The pass-through rate for the class B certificates (the “Class B Pass-Through Rate”) will be equal to:

- (a) for each Distribution Date occurring prior to the Class B First Rate Change Date, a *per annum* rate equal to the Class B Capped Rate for such Distribution Date;
- (b) for each Distribution Date occurring on and after the Class B First Rate Change Date but prior to the Distribution Date occurring in July 2030 (the “Class B Second Rate Change Date”), a *per annum* rate equal to the lesser of (i) Six-Month LIBOR plus 7.5000% and (ii) the Class B Capped Rate for such Distribution Date;
- (c) for each Distribution Date occurring on and after the Class B Second Rate Change Date but prior to the Distribution Date occurring in July 2035 (the “Class B Third Rate Change Date”), a *per annum* rate equal to the lesser of (i) Six-Month LIBOR plus 9.5000% and (ii) the Class B Capped Rate for such Distribution Date; and
- (d) for each Distribution Date occurring on and after the Class B Third Rate Change Date, a *per annum* rate equal to the lesser of (i) Six-Month LIBOR plus 11.5000% and (ii) the Class B Capped Rate for such Distribution Date;

*provided*, that in no event may such pass-through rate be less than zero.

The “Class B Capped Rate” for any Distribution Date will be a *per annum* rate equal to the excess, if any, of:

- (a) (1) the sum of (i) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-F for such Distribution Date multiplied by the Class B Component 5-F Balance, (ii) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 5YR-H for such Distribution Date multiplied by the Class B Component 5-H Balance, (iii) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-F for such Distribution Date multiplied by the Class B Component 7-F Balance, (iv) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 7YR-H for such Distribution Date multiplied by the Class B Component 7-H Balance, (v) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-F for such Distribution Date multiplied by the Class B Component 10-F Balance and (vi) the Weighted Average Net Mortgage Pass-Through Rate for Loan Group 10YR-H for such Distribution Date multiplied by the Class B Component 10-H Balance divided by (2) the outstanding principal balance of the class B certificates immediately prior to such Distribution Date; over
- (b) the CREFC<sup>®</sup> Intellectual Property Royalty License Fee Rate;

*provided*, that in no event may the Class B Capped Rate be less than zero.

For purposes of calculating the Class B Capped Rate, the class B certificates will be comprised of six components, and each component will correspond to a Loan Group and will have a component balance calculated as follows:

- The “Class B Component 5-F Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 5YR-F immediately prior to such Distribution Date minus the outstanding principal balance of the class A-5F certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 5-F Balance may be a negative number.
- The “Class B Component 5-H Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 5YR-H immediately prior to such Distribution Date minus the outstanding principal balance of the class A-5H certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 5-H Balance may be a negative number.
- The “Class B Component 7-F Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 7YR-F immediately prior to such Distribution Date minus the outstanding principal balance of the class A-7F certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 7-F Balance may be a negative number.
- The “Class B Component 7-H Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 7YR-H immediately prior to such Distribution Date minus the outstanding principal balance of the class A-7H certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 7-H Balance may be a negative number.

- The “Class B Component 10-F Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 10YR-F immediately prior to such Distribution Date minus the outstanding principal balance of the class A-10F certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 10-F Balance may be a negative number.
- The “Class B Component 10-H Balance” for any Distribution Date means the aggregate Stated Principal Balance of the underlying mortgage loans in Loan Group 10YR-H immediately prior to such Distribution Date minus the outstanding principal balance of the class A-10H certificates immediately prior to such Distribution Date. For avoidance of doubt, the Class B Component 10-H Balance may be a negative number.

To the extent that the Class B Pass-Through Rate for any Distribution Date on or after the Class B First Rate Change Date is capped at the Class B Capped Rate, the holders of such certificates will be entitled to any additional interest payment calculated at a *per annum* rate equal to the excess, if any, of (i) the interest rate described in clauses (b)(i), (c)(i) or (d)(i), as applicable, of the definition of Class B Pass-Through Rate over (ii) the Class B Capped Rate, to the extent of funds available for such payment from interest otherwise distributable on the class X1 certificates, as described in this offering circular. We cannot assure you that any such Additional Interest Distribution Amounts will ever be payable. See “Description of the Certificates—Distributions” in this offering circular.

“Additional Interest Distribution Amount” with respect to any Distribution Date is the lesser of (x) the Additional Interest Accrual Amount, if any, with respect to the class B certificates and (y) the amount, not less than zero, of interest distributable in respect of the Class X1 Interest Accrual Amount and any Class X1 Withheld Amounts for such Distribution Date minus the Class X1 Interest Distribution Amount.

For purposes of calculating the accrual of interest as of any date of determination, the total notional amount for the class X1 certificates will be equal to the then total outstanding principal balance of the Principal Balance Certificates.

The pass-through rate for the class X1 certificates for any Interest Accrual Period will equal the weighted average of the Class X1 Strip Rates (weighted based upon the relative sizes of their respective components). The “Class X1 Strip Rates” means, for the purposes of calculating the pass-through rate for the class X1 certificates, the rates *per annum* at which interest accrues from time to time on the seven components of the total notional amount of the class X1 certificates outstanding immediately prior to the related Distribution Date. One component will be comprised of the outstanding principal balance of the class A-5F certificates, one component will be comprised of the outstanding principal balance of the class A-5H certificates, one component will be comprised of the outstanding principal balance of the class A-7F certificates, one component will be comprised of the outstanding principal balance of the class A-7H certificates, one component will be comprised of the outstanding principal balance of the class A-10F certificates, one component will be comprised of the outstanding principal balance of the class A-10H certificates and one component will be comprised of the outstanding principal balance of the class B certificates. For purposes of calculating the pass-through rate for the class X1 certificates for each Interest Accrual Period, the applicable Class X1 Strip Rate for each such Interest Accrual Period will be a rate per annum equal to (1) in the case of each component related to a class of Class A Certificates, (a) the excess, if any, of (i)(I) for each Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the Loan Group related to such class of Class A Certificates for the related Distribution Date or (II) for each Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool for the related Distribution Date, over, in the case of both clause (I) and clause (II), (ii) the pass-through rate for such class of Class A Certificates for such Distribution Date, minus (b) the Guarantee Fee Rate, and (2) in the case of the component related to the class B certificates, the excess, if any, of (i) the Class B Capped Rate for the related Distribution Date over (ii) the Class B Pass-Through Rate for such Distribution Date; provided, that in no event may any Class X1 Strip Rate be less than zero.

The class R certificates will not be interest-bearing and, therefore, will not have a pass-through rate.

*Principal Distributions.* Subject to the Available Distribution Amount and the distribution priorities described under “—Priority of Distributions” below, the total amount of principal payable with respect to the Principal Balance Certificates on each Distribution Date will equal the Principal Distribution Amount for that Distribution Date.

So long as no Waterfall Trigger Event has occurred and is continuing, principal collections on or with respect to the underlying mortgage loans (including principal advances) will be allocated *pro rata* between the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below) and the class B certificates, based on their respective outstanding principal balances immediately prior to the applicable Distribution Date, that generally equal an amount (in any event, not to exceed such outstanding principal balances) equal to the Performing Loan Principal Distribution Amount for such Distribution Date; *provided* that distributions to the class B certificates will follow reimbursement to Freddie Mac of guarantee payments with respect to the Guaranteed Certificates. However, if a Waterfall Trigger Event has occurred and is continuing, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below) will be entitled to the

entire Performing Loan Principal Distribution Amount for each Distribution Date until the outstanding principal balance of each class of Class A Certificates has been reduced to zero. Thereafter, following reimbursement to Freddie Mac of guarantee payments with respect to the Guaranteed Certificates, any remaining portion of the Performing Loan Principal Distribution Amount on the applicable Distribution Date will be allocated to the class B certificates until its outstanding principal balance has been reduced to zero.

Further, the Class A Certificates (subject to the allocation among the classes of Class A Certificates described below) will always be entitled to the entire portion of the Specially Serviced Loan Principal Distribution Amount for each Distribution Date until the outstanding principal balance of each class of Class A Certificates has been reduced to zero, at which time, following reimbursement to Freddie Mac of guarantee payments with respect to the Guaranteed Certificates, the class B certificates will be entitled to receive any remaining portion of the Specially Serviced Loan Principal Distribution Amount until its outstanding principal balance has been reduced to zero.

For any Distribution Date, the portion of the Principal Distribution Amount for such Distribution Date allocated to the Class A Certificates will be allocated to each class of Class A Certificates based on the Loan Group Principal Attribution Percentage for such class; *provided* that for each Distribution Date on or after the Distribution Date on which the outstanding principal balance of a class of Class A Certificates has been reduced to zero, any further allocations of the Principal Distribution Amount to such class will instead be allocated to the other outstanding classes of Class A Certificates *pro rata*, based on their respective outstanding principal balances after giving effect to all prior payments of principal; and *provided, further*, that for each Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Principal Distribution Amount for such Distribution Date will be allocated to each class of Class A Certificates *pro rata*, based on the outstanding principal balance for each such class immediately prior to such Distribution Date.

“Loan Group Principal Attribution Percentage” means, with respect to each class of Class A Certificates and each Loan Group, as applicable, and any Distribution Date, a percentage equal to (i) the portion of the Principal Distribution Amount attributable to the Loan Group related to such class, divided by (ii) the Principal Distribution Amount.

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 (thereby reducing the Principal Distribution Amount otherwise distributable on the 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. 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 offering 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 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 offering 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 to the Certificate Administrator, which will be required to pay such amount directly to the holders of such class of certificates. Any Guarantor Payment made to any class of Class A Certificates in respect of a Deficiency Amount relating to principal (but not in respect of reimbursement of Realized Losses or 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 corresponding component of the class X1 certificates. The Freddie Mac Guarantee does not cover any Prepayment Premiums or any other prepayment fees or charges related to the underlying mortgage loans. In addition, the Freddie Mac Guarantee does not cover any loss of yield on the class X1 certificates following a reduction in their notional amount resulting from a reduction of the outstanding principal balance of any class of Principal Balance Certificates. 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.* On each Distribution Date, the certificate administrator will apply the Available Distribution Amount 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:

<b>Order of Distribution</b>	<b>Recipient</b>	<b>Type and Amount of Distribution</b>
1 <sup>st</sup>	A-5F, A-5H, A-7F, A-7H, A-10F, A-10H and X1	Interest up to the total interest distributable on those classes based on their respective pass-through rates (including Unpaid Interest Shortfalls from prior Distribution Dates) plus any Class X1 Withheld Amounts, <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 <sup>st</sup> 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 <sup>st</sup> will be allocated to those classes on a <i>pari passu</i> basis in an amount equal to (a) in the case of any class of Class A 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 <sup>st</sup> for such Distribution Date and whose denominator is the sum of the aggregate entitlement to interest of the Class A Certificates as described in this priority 1 <sup>st</sup> for such Distribution Date and the Class X1 Interest Distribution Amount for such Distribution Date and (ii) that class's entitlement to interest as described in this priority 1 <sup>st</sup> for such Distribution Date or (b) in the case of the class X1 certificates, the balance of such amount to be distributed, subject to the payment of Additional Interest Distribution Amounts, <i>provided</i> , further, that the amount distributable pursuant to this priority 1 <sup>st</sup> on the class X1 certificates will be distributed pursuant to the first full paragraph immediately following this table
2 <sup>nd</sup>	A-5F, A-5H, A-7F, A-7H, A-10F and A-10H	In the following order of priority: <i>first</i> , (x) so long as no Waterfall Trigger Event has occurred and is continuing, the <i>pro rata</i> share of Performing Loan Principal Distribution Amounts the Class A Certificates are entitled to receive based on the total outstanding principal balance of the Class A Certificates relative to the total outstanding principal balance of the Principal Balance Certificates or (y) if a Waterfall Trigger Event has occurred and is continuing, up to the Performing Loan Principal Distribution Amount, and <i>second</i> , up to the Specially Serviced Loan Principal Distribution Amount, if any, with the total of the amounts set forth in priorities <i>first</i> and <i>second</i> to each class of Class A Certificates (1) for any Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, allocated based on the Loan Group Principal Attribution Percentage for such class; <i>provided</i> that for any Distribution Date on or after the Distribution Date on which the outstanding principal balance of a class of Class A Certificates has been reduced to zero, any further allocations of the amounts set forth in priorities <i>first</i> and <i>second</i> to such class will instead be allocated to the other outstanding classes of Class A Certificates <i>pro rata</i> , based on their respective outstanding principal balances after giving effect to all prior payments of principal; or (2) for any Distribution Date thereafter, allocated <i>pro rata</i> , based on the respective outstanding principal balance of each such class immediately prior to such Distribution Date, in each case of clauses (1) and (2), until the outstanding principal balance of each such class has been reduced to zero
3 <sup>rd</sup>	A-5F, A-5H, A-7F, A-7H, A-10F and A-10H	In the case of a default under the Freddie Mac Guarantee, reimbursement up to the loss reimbursement amounts, if any, for each class of Class A Certificates <i>pro rata</i> , based on the respective outstanding principal balance of each such class immediately prior to such Distribution Date
4 <sup>th</sup>	Guarantor	Any Guarantor Reimbursement Amounts relating to the Guaranteed Certificates, other than Guarantor Timing Reimbursement Amounts relating to the Class A Certificates
5 <sup>th</sup>	Guarantor	Any Guarantor Timing Reimbursement Amounts relating to the Class A Certificates
6 <sup>th</sup>	Guarantor	Any Guarantor Reimbursement Interest Amounts relating to the Guaranteed Certificates
7 <sup>th</sup>	B	Interest up to the total interest distributable on that class (excluding Additional Interest Distribution Amounts) based on its pass-through rate (including Unpaid Interest Shortfalls from prior Distribution Dates)
8 <sup>th</sup>	B	In the following order of priority: <i>first</i> , (x) so long as no Waterfall Trigger Event has occurred and is continuing, the <i>pro rata</i> share of Performing Loan Principal Distribution Amounts such class is entitled to receive based on that class's outstanding principal balance



Order of Distribution	Recipient	Type and Amount of Distribution
		relative to the total outstanding principal balance of the Principal Balance Certificates or (y) if a Waterfall Trigger Event has occurred and is continuing, up to the Performing Loan Principal Distribution Amount remaining after the distribution of the Performing Loan Principal Distribution Amount pursuant to priority 2 <sup>nd</sup> above on such Distribution Date and <i>second</i> , up to the Specially Serviced Loan Principal Distribution Amount, if any, remaining after the distribution of the Specially Serviced Loan Principal Distribution Amount pursuant to priority 2 <sup>nd</sup> above on such Distribution Date; in each case, until the outstanding principal balance of such class has been reduced to zero
9 <sup>th</sup>	B	Reimbursement up to the loss reimbursement amount, if any, for such class
10 <sup>th</sup>	B	The Additional Interest Shortfall Amount, if any, payable on such Distribution Date
11 <sup>th</sup>	R	Any remaining portion of the funds in the Lower-Tier REMIC, Middle-Tier REMIC or Upper-Tier REMIC

The amount of interest allocated on each Distribution Date for distribution on the class X1 certificates pursuant to priority 1<sup>st</sup> in the table above will be distributed in the following order of priority:

- *first*, to the class X1 certificates in an amount up to the Class X1 Interest Distribution Amount,
- *second*, in the event that there remains a shortfall in any amount payable to the Guarantor pursuant to priorities 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> in the table above (the “Outstanding Guarantor Reimbursement Amounts”) on such Distribution Date, the amount of any Outstanding Guarantor Reimbursement Amounts, will be payable to the Guarantor (which amount will be allocated to reduce the Outstanding Guarantor Reimbursement Amount in order of the priorities set forth in the table above),
- *third*, to the class B certificates, in an amount up to the amount of any shortfall in the amount distributed on such class on such Distribution Date pursuant to priority 7<sup>th</sup>, in the table above,
- *fourth*, to the class B certificates in an amount up to the Additional Interest Distribution Amount, if any, payable on such Distribution Date, and
- *fifth*, to the class B certificates in an amount up to the amount of any shortfall in the amount of Additional Interest Shortfall Amount payable to such class on such Distribution Date pursuant to priority 10<sup>th</sup> in the table above.

However, payments on the Guaranteed Certificates will be covered by the Freddie Mac Guarantee, to the extent described in this offering circular. Prepayment Premiums will not be allocated or taken into account for purposes of the distribution priorities described in the preceding paragraph.

*Subordination.* As and to the extent described in this offering circular, the rights of holders of the class B certificates to receive distributions of amounts collected or advanced on the underlying mortgage loans will be subordinated to the rights of holders of the Guaranteed Certificates and the rights of the Guarantor to be reimbursed for payments on the Guaranteed Certificates. See “—Priority of Distributions” above.

The credit support provided to the Guaranteed Certificates, as and to the extent described above, by the subordination described above of the applicable classes of Non-Guaranteed Certificates is intended to enhance the likelihood of timely receipt by the holders of the more senior classes of the 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 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 on each Distribution Date in accordance with the order of priority described above under “—Priority of Distributions” and by the allocation of Realized Losses and 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 classes of Class A Certificates (based on each such class’s Loan Group Principal Attribution Percentage) for so long as they are outstanding of the entire Principal Distribution Amount for each Distribution Date during the continuation of a Waterfall Trigger Event, and the allocation to the classes of Class A Certificates (based on each such class’s Loan Group Principal Attribution Percentage) of any Specially Serviced Loan Principal Distribution Amount for so long as such class of Class A Certificates is outstanding, will generally have the effect of reducing the outstanding principal balances of the applicable

classes of Class A Certificates at a faster rate than would be the case if principal payments were allocated *pro rata* to the Principal Balance Certificates. Thus, as principal is distributed to the holders of the Class A Certificates during the continuation of a Waterfall Trigger Event, and any Specially Serviced Loan Principal Distribution Amount is allocated to the holders of the Class A Certificates, the percentage interest in the issuing entity evidenced by the Class A Certificates will be decreased, with a corresponding increase in the percentage interest in the issuing entity evidenced by the class B certificates. This will cause the outstanding principal balance of the class B certificates to decline more slowly thereby increasing, relative to their respective outstanding principal balances, the subordination afforded to the Guaranteed Certificates by the class B certificates.

*Distributions of Prepayment Premiums.* If any Prepayment Premium is collected during any particular Collection Period in connection with the prepayment of any of the underlying mortgage loans, the certificate administrator will be required to distribute that Prepayment Premium, on the Distribution Date corresponding to that Collection Period, to the holders of the class X1 certificates, even if the class X1 notional amount has been reduced to zero. Prepayment Premiums will not be payable to the class B certificates as Additional Interest Distribution Amounts.

As described under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” in this offering circular, if any 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.

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 X1 certificates (see “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this offering 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 offering circular.

In no event will the holders of any offered certificates receive any Prepayment Premium 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 offering circular. In addition, the Freddie Mac Guarantee excludes the payment of any Prepayment Premium or other prepayment consideration.

### **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 and 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 and the Principal Distribution Amount 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 and the application of principal collections on the underlying mortgage loans to pay Additional Issuing Entity Expenses, the total outstanding principal balance of the Principal Balance Certificates could exceed the total Stated Principal Balance of the mortgage pool. If this occurs following the distributions made to the certificateholders on any Distribution Date, then the respective outstanding principal balances of the following classes of the 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 mortgage pool that will be outstanding immediately following the subject Distribution Date; *provided* that the total Stated Principal Balance of the mortgage pool 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 mortgage pool previously used to reimburse nonrecoverable advances and certain advances related to rehabilitated mortgage loans, 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 offering circular, other than any such amounts previously used to reimburse advances with respect to mortgage loans that have since become liquidated loans, that will be outstanding immediately following that Distribution Date.

<u>Order of Allocation</u>	<u>Class</u>
1 <sup>st</sup>	Class B certificates
2 <sup>nd</sup>	Class A Certificates

Any Realized Losses allocated to the Class A Certificates will be allocated to each class of Class A Certificates *pro rata*, based on its respective outstanding principal balance.

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 and/or Additional Issuing Entity Expenses that caused the particular mismatch in balances between the underlying mortgage loans and those classes of Principal Balance Certificates. However, Freddie Mac will be required under its guarantee to pay the holder of any Class A Certificates an amount equal to any such loss allocated to its Class A 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 mortgage 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, 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 and the custodian and the certificate administrator and various related persons and entities, as described under “The Pooling and Servicing Agreement—Certain Indemnities” in this offering circular,
  2. any reimbursements and indemnification to the master servicer, the special servicer, the depositor, Freddie Mac (in its capacity as servicing consultant) and various related persons and entities, as described under “The Pooling and Servicing Agreement—Certain Indemnities” in this offering 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 offering 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 offering 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 underlying 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 underlying mortgage loan. 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 to reimburse the issuing entity for previously incurred Additional Issuing Entity Expenses 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 the sum of (i) all scheduled monthly debt service payments (other than balloon payments, Default Interest, late payment charges and Prepayment Premiums) and (ii) assumed monthly debt service payments, in each case net of 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 monthly debt service 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 monthly debt service 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 monthly debt service 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, net of the Appraisal Reduction Amount, and
  2. the denominator of which is equal to the Stated Principal Balance of the underlying mortgage loan.

However, there will be no such reduction in any advance for delinquent monthly debt service payments due to an Appraisal Reduction Event at any time after the outstanding principal balance of the class B certificates has been reduced to zero.

With respect to any Distribution Date, the master servicer will be required to make monthly debt service 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.

If the master servicer fails to make a required monthly debt service advance and the trustee is aware of that failure, the trustee will be obligated to make that advance.

The master servicer and the trustee will each be entitled to recover any monthly debt service 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 (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac). Neither the master servicer nor the trustee will be obligated to make any monthly debt service advance that, in its judgment (in accordance with the Servicing Standard in the case of the judgment of the master servicer, 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 monthly debt service 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 after the application of those principal payments and collections to reimburse any party for a Nonrecoverable Advance) (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 mortgage pool (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac). See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” and “The Pooling and Servicing Agreement—Collection Account” in this offering 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, (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 and (v) the timing of recoveries. 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 mortgage pool (thereby reducing the Principal Distribution Amount otherwise distributable on the certificates on the related Distribution Date) prior to the application of any other general collections on the mortgage pool against such reimbursement. The special servicer’s determination that a previously made or proposed monthly debt service 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 monthly debt service 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 determination that a monthly debt service advance is a Nonrecoverable P&I Advance.

However, instead of obtaining reimbursement out of general collections on the mortgage pool 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 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 mortgage pool (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, could not be reimbursed with interest out of payments and other collections of principal on the mortgage pool 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 to the detriment of other classes of certificateholders 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 by any party to the certificateholders.

In addition, in the event that any monthly debt service 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 after the application of those principal payments and collections to reimburse any party for any Nonrecoverable Advance (thereby reducing the Principal Distribution Amount otherwise distributable on the certificates on the related Distribution Date), prior to any distributions of principal on the certificates. 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 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 monthly debt service advances made by that party out of its own funds. That interest will accrue on the amount of each monthly debt service 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 monthly debt service advance on an underlying mortgage loan will be payable out of general collections on the mortgage pool, except that interest accrued with respect to any P&I Advance or Servicing Advance on any Designated Loan (the “Designated Advance Interest”) will not be payable out of general collections on the mortgage pool and will instead be reimbursed to the master servicer directly by Freddie Mac without deposit first into the collection account; provided that if the borrower does not repay all amounts owed under the related forbearance agreement by the end of the repayment period set forth in the forbearance agreement, the master servicer will be entitled to advance interest under the terms of the PSA on the unpaid balance of all P&I Advances and Servicing Advances made during the forbearance period with respect to the related Designated Loan.

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 (a) 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 (b) 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).

### **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. 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<sup>®</sup> 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<sup>®</sup> operating statement analysis report and (ii) if applicable CREFC<sup>®</sup> guidelines are revised to require information on subordinate mortgage debt to be included in other report or files in the CREFC Investor Reporting Package<sup>®</sup> 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<sup>®</sup> in accordance with such CREFC<sup>®</sup> 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”:
  - (a) this offering circular;
  - (b) the Pooling and Servicing Agreement;
  - (c) the mortgage loan purchase agreement; and
  - (d) the CREFC<sup>®</sup> loan setup file received by the certificate administrator from the master servicer;
- the following “periodic reports”:
  - (a) certain underlying mortgage loan information as presented in the standard CREFC Investor Reporting Package<sup>®</sup> (other than the CREFC<sup>®</sup> loan setup file); and
  - (b) statements to certificateholders;
- the following “additional documents”:
  - (a) inspection reports; and
  - (b) appraisals;
- the following “special notices”:
  - (a) 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;
  - (b) notice of final payment on the certificates;
  - (c) notice of the resignation, termination, merger or consolidation of the master servicer, the special servicer, the certificate administrator or the trustee and any notice of the acceptance of appointment by any successor thereto;
  - (d) notice of the occurrence of any event of default that has not been cured;
  - (e) notice of any request by the directing certificateholder to terminate the special servicer;
  - (f) any request by certificateholders to communicate with other certificateholders;
  - (g) any amendment of the Pooling and Servicing Agreement;
  - (h) any notice of the occurrence of or termination of any Affiliated Borrower Loan Event;
  - (i) any officer’s certificates supporting the determination that any advance was (or, if made, would be) a nonrecoverable advance; and
  - (j) 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 (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 directing certificateholder, (1) any asset status report, inspection report or appraisal, (2) the CREFC<sup>®</sup> special servicer loan file or (3) any supplemental reports in the CREFC Investor Reporting Package<sup>®</sup> or (b) the directing certificateholder, any asset status report, inspection report or appraisal relating to any Affiliated Borrower Loan. The certificate administrator’s website will initially be located at <https://tss.sfs.db.com/investpublic>. 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) 735-7777.

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 its 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 offering 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 offering 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 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 the foregoing 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 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 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. The certificate administrator, the custodian, the master servicer, the special servicer and the 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 directing certificateholder, (i) any asset status report, inspection report or appraisal, (ii) the CREFC<sup>®</sup> special servicer loan file or (iii) certain supplemental reports in the CREFC Investor Reporting Package<sup>®</sup> or (b) the directing certificateholder, any asset status report, inspection report or appraisal relating to any Affiliated Borrower Loan. However, such restrictions on providing information will not apply to the master servicer, the special servicer and the 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://tss.sfs.db.com/investpublic>; and
- the master servicer's website initially located at [www.freddiemac.com](http://www.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 Principal Balance Certificates, in proportion to the respective outstanding principal balances of those classes;
- 1% of the voting rights will be allocated to the class X1 certificates; and
- 0% of the voting rights will be allocated to the class 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 the Controlling Class Majority Holder or the directing certificateholder or the exercise of the special servicer's or its affiliates' rights as a member of the 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.

## **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 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, in the case of each class of the Class A Certificates, or all of the underlying mortgage loans, in the case of the class X1 certificates (and after the class B certificates are reduced to zero, the Class A Certificates);
- whether a 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, in the case of each class of the Class A Certificates, or all of the underlying mortgage loans, in the case of the class X1 certificates (and after the class B certificates are reduced to zero, the Class A Certificates);
- the rate, timing, severity and allocation of other shortfalls and expenses that reduce amounts available for distribution on the certificates (although such shortfalls with respect to the offered certificates may be covered under the Freddie Mac Guarantee, as further described in this offering circular);
- the collection and payment, or waiver, of Prepayment Premiums with respect to all of the underlying mortgage loans, in the case of the class X1 certificates; and
- servicing decisions with respect to the underlying mortgage loans.

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 offering 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.* The pass-through rate for each class of the Class A Certificates is subject to a capped rate calculated based upon the Weighted Average Net Mortgage Pass-Through Rate of the related Loan Group (while the class B certificates remain outstanding) or the mortgage pool (after the outstanding class principal balance of the class B certificates has been reduced to zero). The Weighted Average Net Mortgage Pass-Through Rate would decline if the rate of principal payments on the underlying mortgage loans with higher Net Mortgage Pass-Through Rates is faster than the rate of principal payments on the underlying mortgage loans with lower Net Mortgage Pass-Through Rates. Accordingly, the yield on the Class A Certificates will be extremely sensitive to changes in the relative composition of the mortgage pool as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of underlying mortgage loans following default. On and after the applicable Class A Rate Change Date, the yield to maturity on the class A-5H, A-7H and A-10H certificates will be highly sensitive to changes in the level of One-Month LIBOR such that the decrease in the level of One-Month LIBOR will have a negative effect on the yield to maturity of the holders of such certificates. In addition, whether the Class A Certificates are purchased at a premium or discount, variances in the anticipated rate of payments and other collections of principal on the underlying mortgage loans in the related Loan Group, and reductions to the Net Mortgage Interest Rate of the underlying mortgage loans caused by prepayments on the underlying mortgage loans in the related Loan Group may affect the yield to maturity of the Class A Certificates. Additionally, in the case of the A-5H, A-7H and A-10H certificates, changes in the level of Six-Month LIBOR after the loan reset dates on the Hybrid ARM underlying mortgage loans to the extent the pass-through rates are subject to caps based on the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or, after the outstanding principal balance of the class B certificates has been reduced to zero, the mortgage pool may affect the yield to maturity on such classes of certificates. Additionally, after the outstanding principal balance of the class B certificates has been reduced to zero, in the case of the class A-5F, A-7F and A-10F certificates, changes in the level of Six-Month LIBOR after the loan reset dates on the Hybrid ARM underlying mortgage loans to the extent the pass-through rates are subject to caps based on the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool, may affect the yield to maturity on such classes of certificates. In addition, prevailing market conditions may increase the interest rates or the interest rate margins over One-Month LIBOR at which comparable securities are being offered, which would cause the Class A Certificates to decline in value. Investors in the Class A Certificates should consider the risk that lower than anticipated level of One-Month LIBOR could result in a lower yield to investors than the anticipated yield and the risk that higher market interest rate margins above One-Month LIBOR could result in a lower value of the Class A Certificates.

The yields on the Class A Certificates could also be adversely affected if underlying mortgage loans in the related Loan Groups with higher interest rates or interest rate margins over Six-Month LIBOR pay faster than underlying mortgage loans in the related Loan Groups with lower interest rates or interest rate margins over Six-Month LIBOR. Since each class of Class A

Certificates bears interest at a rate limited by the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or, after the outstanding principal balance of the class B certificates has been reduced to zero, for the mortgage pool, minus the Guarantee Fee Rate, the pass-through rate on such class of Class A Certificates may be limited by that pass-through rate cap, even if principal prepayments do not occur. A decline of Six-Month LIBOR relative to One-Month LIBOR may also cause the pass-through rates on the class A-5H, A-7H and A-10H certificates to be limited by those pass-through rate caps. See “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

The yield to investors on the class X1 certificates will be highly sensitive to the rate and timing of principal payments, including prepayments, on the underlying mortgage loans. If you are contemplating an investment in the class X1 certificates, you should fully consider the associated risks, including the risk that an extremely rapid rate of prepayment and/or liquidation of the underlying mortgage loans could result in your failure to recoup fully your initial investment.

The pass-through rate for the class X1 certificates is calculated based upon (1) for each Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for each of the Loan Groups or (2) for each Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool. As a result, the pass-through rate (and, accordingly, the yield to maturity) on the class X1 certificates would be adversely affected by reductions in the level of Six-Month LIBOR. In either case, the yield to maturity on the class X1 certificates could be adversely affected if the interest rates on the Hybrid ARM underlying mortgage loans reset to relatively high interest rates because they may be more likely to experience a faster rate of principal payment than underlying mortgage loans with relatively low interest rates. The yield to maturity on the class X1 certificates will also be sensitive to changes in the relative composition of the mortgage pool as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of the underlying mortgage loans following default. The Weighted Average Net Mortgage Pass-Through Rates 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 margin. As discussed below under “—Additional Interest Accrual Amounts,” the yield to maturity on the class X1 certificates will be adversely affected by Additional Interest Distribution Amounts payable to the class B certificates and by Outstanding Guarantor Reimbursement Amounts Payable to the Guarantor.

*Additional Interest Accrual Amounts.* To the extent there are Additional Interest Accrual Amounts on the class B certificates, such Additional Interest Accrual Amounts will be paid from amounts that would otherwise be distributable to the class X1 certificates on any Distribution Date on and after the Class B First Rate Change Date. The class X1 certificates will not be entitled to reimbursement of such amounts. Therefore, the yield on the class X1 certificates will be sensitive to any event that causes Additional Interest Accrual Amounts to be distributed on the class B certificates, such as the prepayment of underlying mortgage loans with relatively higher interest rates or the extension of underlying mortgage loans with relatively lower interest rates, as described under “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

The pass-through rates of the Principal Balance Certificates will be capped by (a) with respect to any class of Class A Certificates, (I) for each Distribution Date on or prior to the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group or (II) for each Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, the Weighted Average Net Mortgage Pass-Through Rate for the mortgage pool, minus, in the case of both clause (I) and clause (II), the Guarantee Fee Rate (provided that in no event will the pass-through rate for any class of Class A Certificates be less than zero) and (b) with respect to the class B certificates, the Class B Capped Rate (provided that in no event will the Class B Pass-Through Rate be less than zero), as described in this offering circular. To the extent the Weighted Average Net Mortgage Pass-Through Rate for the Loan Group or the mortgage pool remains constant or declines, which may be due to the prepayment of underlying mortgage loans with relatively higher interest rates or the extension of the maturity dates of the underlying mortgage loans in such Loan Group or the mortgage pool with relatively lower interest rates, the pass-through rates of one or more classes of Principal Balance Certificate may be capped. Although in such circumstances the class B certificates, to the extent they have an outstanding principal balance, will be entitled to Additional Interest Accrual Amounts as described in this offering circular, such Additional Interest Accrual Amounts are limited, in the aggregate, to amounts that would otherwise be distributable to the class X1 certificates on any Distribution Date. To the extent that funds are not available to pay any Additional Interest Distribution Amounts on any Distribution Date on the class B certificates, such Additional Interest Distribution Amounts will be distributable on future Distribution Dates as an Additional Interest Shortfall Amount.

*Rate and Timing of Principal Payments.* The yield to maturity of the class X1 certificates will be extremely sensitive to, and the yield to maturity on any Class A 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. In turn, the rate and timing of principal distributions that are paid or otherwise result in reduction of the outstanding principal balance of the Class A 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, 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 Waterfall Trigger Event has occurred and is

continuing. Finally, the rate and timing of principal payments on or with respect to the underlying mortgage loans 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 affecting the mortgaged real properties, 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 from the issuing entity.

Prepayments and early liquidations of the underlying mortgage loans in any Loan Group will result in distributions on the related class of Class A Certificates of amounts that would otherwise be paid over the remaining terms of the underlying mortgage loans. This will tend to shorten the weighted average lives of such class of Class A Certificates and accelerate the rate at which the notional amounts of the corresponding components of the class X1 certificates are reduced. Defaults on the underlying mortgage loans in any Loan Group, 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 related class of Class A 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 such class of Class A Certificates. See “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this offering circular.

The extent to which the yield to maturity on any Class A Certificates may vary from the anticipated yield will depend upon the degree to which the Class A Certificates are purchased at a discount or premium and when, and to what degree payments of principal on the underlying mortgage loans in a Loan Group are in turn paid in a reduction of the outstanding principal balance of the related class of Class A Certificates. If you purchase Class A 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 applicable Loan Group could result in an actual yield to you that is lower than your anticipated yield. If you purchase the class X1 certificates or if you purchase Class A Certificates at a premium, you should consider the risk that a faster than anticipated rate of principal payments on the underlying mortgage loans could result in an actual yield to you that is lower than your anticipated yield.

The rate of prepayment on the underlying mortgage loans is likely to be affected by prevailing market interest rates or margins over Six-Month LIBOR for mortgage loans of a comparable type, term and risk level. When the prevailing market interest rate or margin over Six-Month LIBOR is below the annual rate or margin over Six-Month 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 Six-Month LIBOR exceed the annual rate or margin over Six-Month 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 margin over Six-Month LIBOR, the outlook for market interest rates or margin over Six-Month LIBOR and economic conditions generally, some borrowers may sell their mortgaged real properties in order to realize their equity in those 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 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 outstanding 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 Prepayment Premium is allowed, will be prepaid as a result of involuntary liquidations upon default or otherwise during that period;
- the overall rate of prepayment or default on the underlying mortgage loans; or
- whether the Loan Groups will experience prepayments at similar rates and times.

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.

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. Accordingly, you may find it difficult to analyze the effect of prepayments on the yield to maturity of the offered certificates.

*Delinquencies and Defaults on the Underlying Mortgage Loans.* The rate and timing of delinquencies and defaults on the underlying mortgage loans will affect—

- the amount of distributions on the offered certificates;
- the yield to maturity of the offered certificates;
- the notional amount of the class X1 certificates;
- the rate of principal distributions on the applicable class of Class A Certificates based upon the Loan Groups that include the affected underlying mortgage loans; and
- the weighted average lives of the offered certificates.

Delinquencies on the underlying mortgage loans may result in shortfalls in distributions of interest and/or principal on the offered certificates for the current month, subject to the Freddie Mac Guarantee. See “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering 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 the offered certificates.

If you calculate the anticipated yield to maturity for the offered certificates based on an assumed rate of default and amount of losses on the underlying mortgage loans in the applicable Loan Groups 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 applicable classes of offered certificates, then your actual yield to maturity will be lower than your anticipated yield and could, under some scenarios, be negative.

The timing of any loss on a liquidated mortgage loan that results in a reduction of the distributions on or the outstanding principal balance of a class of offered certificates will also affect your actual yield to maturity on such class, 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 do not result in a reduction of the distributions on or the outstanding principal balance of a class of offered certificates, the losses may still affect the timing of distributions on, and the weighted average lives and yields to maturity of, such class.

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 (thereby reducing the Principal Distribution Amount otherwise distributable on the 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. 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 offering 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 prevailing margins over Six-Month LIBOR after the first loan reset date for Hybrid ARM underlying mortgage loans;
- the terms of the underlying mortgage loans, including—
  - (a) provisions that require Prepayment Premiums (and whether the payment of Prepayment Premiums is waived by holders representing a majority interest in the class X1 certificates);

- (b) amortization terms that require balloon payments;
  - (c) due-on-sale/encumbrance provisions; and
  - (d) any provisions requiring draws on letters of credit or escrowed funds to be applied to principal;
- 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 and living facilities 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 those underlying mortgage loans;
  - changes in tax laws; and
  - other opportunities for investment.

See “Risk Factors—Risks Related to the Underlying Mortgage Loans,” “—The Underlying Mortgage Loans May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class X1 Certificates to Cause the Waiver of Prepayment Premiums and Due to Limited Prepayment Protection,” “Description of the Underlying Mortgage Loans” and “The Pooling and Servicing Agreement” in this offering circular.

*Delay in Distributions.* Because monthly distributions will not be made on the offered certificates until the Distribution Date following the Due Dates during the related Collection Period, your effective yield will be lower than the yield that would otherwise be produced by your pass-through rate and purchase price, assuming that purchase price did not account for a delay.

#### **Weighted Average Life of the Class A Certificates**

For purposes of this offering circular, the weighted average life of any Principal Balance Certificate refers to the average amount of time that will elapse from the assumed settlement date of September 28, 2017 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 any class of Class A Certificates is determined by:

- multiplying the amount of each principal distribution on such class of Class A 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 Class A Certificates.

Accordingly, the weighted average life of a class of Class A 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 class (including any reductions in outstanding principal balance as a result of Balloon Guarantor Payments).

The Class A Certificates will receive principal distributions as described under “Descriptions of the Certificates—Distributions—Principal Distributions” and “—Priority of Distributions” in this offering circular. As a consequence of such distributions priorities, if a Waterfall Trigger Event occurs or if Specially Serviced Loan Principal Distribution Amounts are received or advanced, the weighted average lives of the applicable classes of Class A Certificates will be shorter, and the weighted average life of the class B certificates will be longer, than would otherwise be the case if no Waterfall Trigger Event occurs or no Specially Serviced Loan Principal Distribution Amounts are received.

The tables set forth on Exhibit D show with respect to each class of Class A Certificates, the weighted average life of such class, and the percentage of the initial principal balance of such class that would be outstanding after each of the specified dates, based upon each of the indicated levels of CPR and the Modeling Assumptions.

The actual characteristics and performance of the underlying mortgage loans will differ from the Modeling Assumptions used in calculating the tables on Exhibit D. The 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 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 Class A Certificates.

We cannot assure you that—

- the underlying mortgage loans will prepay in accordance with the Modeling Assumptions or any other assumptions set forth in this offering 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 Waterfall Trigger Event will occur or amounts distributable as Specially Serviced Loan Principal Distribution Amount will be received; or
- the underlying mortgage loans that are prepayable during any period with a Prepayment Premium will not prepay, whether voluntarily or involuntarily (including as a result of involuntary liquidation upon default), 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 X1 Certificates**

If you purchase the class X1 certificates, your yield to maturity will be particularly sensitive to reductions to the notional amounts of those certificates. Each distribution of principal in reduction of the outstanding principal balance of any of the Principal Balance Certificates will result in a reduction in the notional amount of the class X1 certificates. Your yield to maturity may also be adversely affected by—

- the repurchase of any underlying mortgage loans 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 offering circular;
- the purchase of a Defaulted Loan by the directing certificateholder pursuant to its purchase option under the Pooling and Servicing Agreement;
- the purchase of the Defaulted Loan 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; and
- the termination of the issuing entity, as described under “The Pooling and Servicing Agreement—Termination” in this offering circular.

The table set forth on Exhibit E shows pre-tax corporate bond equivalent yields for the class X1 certificates based on the Modeling Assumptions, except that the optional termination is exercised, and further assuming the specified purchase price and the indicated levels of CPR. The assumed purchase price is exclusive of accrued interest.

The yields set forth in the table 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 X1 certificates would cause the discounted present value of that assumed stream of cash flows to equal—
  1. the assumed purchase price for the class X1 certificates, plus
  2. accrued interest at the initial pass-through rate for the class X1 certificates, from and including September 1, 2017 to but excluding the assumed settlement date of September 28, 2017, which is a part of the Modeling Assumptions; 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 X1 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 X1 certificates when reinvestment rates are considered.

In addition, the actual characteristics and performance of the underlying mortgage loans will differ from the Modeling Assumptions used in calculating the table on Exhibit E. The table is hypothetical in nature and is 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 table on Exhibit E and the actual characteristics and performance of the underlying mortgage loans, or their actual prepayment or loss experience, will affect the yield on the class X1 certificates.

We cannot assure you that—

- the underlying mortgage loans will prepay in accordance with the Modeling Assumptions or any other assumptions set forth in this offering 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 prepayable during any period with a Prepayment Premium, will not prepay, whether voluntarily or involuntarily, during any such period; or
- the purchase price of the class X1 certificates will be as assumed.

It is unlikely that the underlying mortgage loans 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 yield to maturity for investors in the class X1 certificates may be materially different than those indicated in the table 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 X1 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 a Pooling and Servicing Agreement, to be dated as of September 1, 2017, by and among the depositor, the master servicer, the special servicer, the trustee, the certificate administrator, the custodian and Freddie Mac (the “Pooling and Servicing Agreement”).

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 offering 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. Freddie Mac is also the mortgage loan seller, servicing consultant and 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 regional offices located in New York, New York, Chicago, Illinois and Los Angeles, California.

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 also has extensive experience processing distressed loans in asset resolution through extensions, forbearance, sale, modification, foreclosure and other loss mitigation activities.

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's senior long-term debt ratings are "AA+" by Standard & Poor's, "Aaa" by Moody's, and "AAA" by Fitch. Its short-term debt ratings are "A-1+" by Standard & Poor's, "P-1" by Moody's and "F1+" by Fitch. Freddie Mac is currently rated as a master servicer by Standard & Poor's (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 the master servicing of the underlying mortgage loan. 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.

The foregoing information set forth 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 Freddie Mac as 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.

Certain terms of the Pooling and Servicing Agreement regarding the master servicer's removal, replacement, resignation or transfer as master servicer are described under "—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties" and "—Rights Upon Event of Default" below. The master servicer's rights and obligations as master servicer with respect to indemnification, and certain limitations on the master servicer's liability as master servicer under the Pooling and Servicing Agreement, are described under "—Liability of the Servicers" and "—Certain Indemnities" below.

### **The Special Servicer and Sub-Servicer**

Hunt will be appointed as the special servicer with respect to all of the underlying mortgage loans pursuant to the Pooling and Servicing Agreement, and the Originator is expected to be the sub-servicer of all of the underlying mortgage loans. The Originator intends to engage KeyBank to be a sub-sub-servicer for the underlying mortgage loans. Each of Hunt and the Originator is an affiliate of Hunt Residual Holdings, an initial investor in the class B certificates. Hunt Residual Holdings is expected to act as the Initial Directing Certificateholder. Each of Hunt and the Originator is a wholly-owned subsidiary of Hunt Mortgage Group, LLC, a Delaware limited liability company. The principal commercial mortgage servicing offices of Hunt and the Originator are located at 2525 McKinnon Street, Suite 300, Dallas, Texas 75201.

The properties securing loans in the special servicing portfolio of Hunt and its affiliates include income-producing multifamily properties. As a result, such properties, depending on their location and/or other specific circumstances, may compete with the mortgaged real properties for tenants, purchasers, financing and so forth.

Hunt utilizes strategies and procedures as special servicer developed by Hunt and its affiliates for working with borrowers on problem loans (caused by delinquencies, bankruptcies or other breaches of the underlying loan documents) to maximize the value from the assets for the benefit of certificateholders. Hunt's strategies and procedures vary on a case by case basis, and include, but are not limited to, liquidation of the underlying collateral, note sales, discounted payoffs, and borrower negotiation or workout in accordance with the applicable servicing standard, the underlying loan documents and applicable law, rule and regulation.

Hunt and its predecessors and its affiliates have been servicing securitized commercial and multifamily mortgage loans in excess of 25 years. Hunt reports to trustees and certificate administrators in the CREFC® format. The following table sets forth information about the portfolio of primary serviced commercial and multifamily mortgage loans (including loans in securitization transactions and loans owned by other investors) of Hunt and its affiliates as of the dates indicated:

<b>Commercial and Multifamily Mortgage Loans</b>	<b>As of 12/31/2013</b>	<b>As of 12/31/2014</b>	<b>As of 12/31/2015</b>	<b>As of 12/31/2016</b>	<b>As of 6/30/2017</b>
By Approximate Number: .....	2,100	1,806	1,984	2,269	\$2,488
By Approximate Aggregate Unpaid Principal Balance (in billions): .....	\$12.7	\$10.9	\$11.7	\$12.6	\$13.3

In addition to servicing loans related to commercial and multifamily mortgage loans, Hunt, the Originator and their affiliates also service whole loans for themselves and a variety of investors. The properties securing loans in the servicing portfolio of Hunt, as of June 30, 2017, were located in 44 states and Washington, D.C. and include multifamily, healthcare, mixed use, retail and manufactured home properties.

The Originator is not rated by any rating agency as a primary servicer or as a special servicer.

Hunt is rated CLLSS+3 by Fitch, as a special servicer.

The following table sets forth information about specially serviced commercial and multifamily mortgage loans for the Freddie Mac multifamily servicing portfolio of Hunt and the Originator, collectively, as of the dates indicated:

<b>CMBS Pools (Freddie Mac multifamily servicing portfolio)</b>	<b>As of 12/31/2014</b>	<b>As of 12/31/2015</b>	<b>As of 12/31/2016</b>	<b>As of 6/30/2017</b>
By Approximate Number.....	0	66	288	472
Named Specially Serviced Portfolio By Approximate Aggregate Unpaid Principal Balance (in millions) <sup>(1)</sup> .....	\$0	\$144.3	\$658.2	\$1,378.2
Actively Specially Serviced Portfolio By Approximate Aggregate Unpaid Principal Balance (in millions) <sup>(2)</sup> .....	\$0	\$0	\$3.07	\$3.07

(1) Includes all loans in the Freddie Mac multifamily servicing portfolio for which Hunt or the Originator is the named special servicer, regardless of whether such loans are, as of the specified date, specially-serviced loans.

(2) Includes only those loans in the Freddie Mac multifamily servicing portfolio of Hunt and the Originator, collectively, that, as of the specified date, are specially-serviced loans.

The Originator and its affiliates, in the context of delegating servicing obligations to KeyBank, have developed policies, procedures and controls relating to its servicing functions to maintain compliance with applicable servicing agreements and servicing standards, including procedures for handling delinquent loans during the period prior to the occurrence of a special servicing transfer event. The servicing policies and procedures of Hunt and the Originator are updated periodically to take account of the changes in the commercial mortgage-backed securities industry, such as changes in federal or state law or investor requirements, including updates issued by the Federal National Mortgage Association or Freddie Mac.

Subject to certain restrictions in the Pooling and Servicing Agreement and its sub-servicing agreement with the master servicer, Hunt is permitted to perform certain of its obligations under the Pooling and Servicing Agreement and the Originator is permitted to perform certain of its obligations under the sub-servicing agreement through one or more third-party vendors, affiliates or subsidiaries. However, Hunt, in its capacity as Special Servicer under the Pooling and Servicing Agreement, will remain responsible for its duties with respect to the underlying mortgage loans under the Pooling and Servicing Agreement and the Originator, in its capacity as a sub-servicer under a sub-servicing agreement with the master servicer, will remain responsible for its duties with respect to the underlying mortgage loans under such sub-servicing agreement. Each may engage third-party vendors to provide technology or process efficiencies and each monitors its third-party vendors in compliance with its internal procedures and applicable law. Each has entered into contracts with third-party vendors for various functions that include:

- sub-servicing;
- tracking and reporting of flood zone changes;
- abstracting of leasing consent requirements contained in loan documents;
- performance of property inspections;
- performance of tax parcel searches based on property legal description, monitoring and reporting of delinquent taxes; and
- Uniform Commercial Code searches and filings.

Hunt maintains certain operating accounts with respect to REO Properties in accordance with the terms of the applicable servicing agreement and the applicable servicing standard.

Neither Hunt nor the Originator will have primary responsibility for custody services of original documents evidencing the underlying mortgage loans. On occasion, Hunt or the Originator, as applicable, may have custody of certain of such documents as are necessary for enforcement actions involving the underlying mortgage loans or otherwise. To the extent Hunt or the Originator performs custodial functions as a servicer, documents will be maintained in a manner consistent with the Servicing Standard.

There are no legal proceedings pending against Hunt or the Originator, or to which any property of Hunt or the Originator is subject, that are material to the certificateholders, nor does Hunt or the Originator have actual knowledge of any proceedings of this type contemplated by governmental authorities.

The Originator and Hunt rely upon KeyBank to perform servicing obligations in connection with most of its servicing portfolio. The Originator intends to engage KeyBank to perform substantially all of its obligations as sub-servicer to the master servicer with respect to the underlying mortgage loans. Under its sub-servicing agreement with the master servicer, the Originator may delegate at its discretion, subject to certain restrictions, the performance of some or most of its obligations to any third party with the approval of the master servicer. The master servicer has approved the Originator's delegation to KeyBank. However, Hunt will, in its capacity as Special Servicer with respect to the underlying mortgage loans under the Pooling and Servicing Agreement and the Originator, in its capacity as a sub-servicer with respect to the underlying mortgage loans under its sub-servicing agreement with the master servicer, remain responsible for KeyBank's performance of the delegated obligations, including the obligation to comply with the Servicing Standard and applicable law. While KeyBank may be terminated by either Hunt or the Originator, in its sole discretion, neither Hunt nor the Originator is, nor do they anticipate in the foreseeable future being, in a position to carry out the obligations set forth in the KeyBank sub-servicing agreement or the Pooling and Servicing Agreement, as applicable. If KeyBank were to cease to provide services to Hunt or the Originator, a replacement would need to be appointed. The engagement of a replacement would involve a selection process and would require the approval of the master servicer and Freddie Mac.

The foregoing information set forth in this section "—The Special Servicer and Sub-Servicer" has been provided by Hunt. Neither the depositor nor any other person other than Hunt makes any representation or warranty as to the accuracy or completeness of such information.

Certain duties and obligations of the special servicer and the 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 related REO Properties. Certain of the special servicer's duties as 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 of an underlying mortgage loan, the 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.

Hunt and various related persons and entities will be entitled to be indemnified by the issuing entity for certain losses and liabilities incurred by Hunt in its capacity as special servicer under the Pooling and Servicing Agreement as described under "—Certain Indemnities" below.

Certain duties and obligations of the Originator as a sub-servicer, and the provisions of the related sub-servicing agreement, are described under "—Summary of Sub-Servicing Agreement" below.

### **Summary of Sub-Servicing Agreement**

Pursuant to the terms of a sub-servicing agreement between the Originator and the master servicer, the Originator will perform certain primary servicing functions with respect to all of the underlying mortgage loans. 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 services in connection with the underlying mortgage loans in accordance with the sub-servicing agreement and the Pooling and Servicing Agreement:

- (a) establishing and maintaining collection and escrow accounts, including deposits into and remittances from such accounts;
- (b) collecting payments from the borrowers, including follow up on any past due payments and any penalty charges;
- (c) monitoring the status and payment of taxes, other assessments and insurance premiums for compliance with the underlying loan documents;
- (d) 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);
- (e) preparing (i) monthly reports using the CREFC<sup>®</sup> reporting format and (ii) quarterly and annual CREFC<sup>®</sup> Net Operating Income Adjustment Worksheet and the CREFC<sup>®</sup> 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
- (f) 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, (1) the sub-servicer may not permit or consent to any such action without the prior written consent of the master servicer, (2) the sub-servicer will be required to 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 (3) the master servicer, not the sub-servicer, will deal directly with the directing certificateholder in connection with obtaining any necessary approval or consent from the directing certificateholder.

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 offering circular.

The master servicer and the sub-servicer will each agree 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 immediately 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 Special Servicer and the Sub-Servicer" below.

#### **Liability of the Servicers**

The master servicer (either in its own right or on behalf of an indemnified sub-servicer), the 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 or the 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 or the special servicer. In addition, the master servicer and the special servicer (including in its capacity as an 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 and the 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 and the special servicer each will be required to maintain at their 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 (“E&O Insurance”) with an insurer that meets the qualifications set forth in the Pooling and Servicing Agreement with coverage amounts consistent with the Servicing Standard; *provided that*, for so long as Freddie Mac is acting as master servicer, the master servicer may elect not to maintain E&O Insurance.

Solely in the event that Accepted Servicing Practices is the applicable Servicing Standard, each of the master servicer and the special servicer, will be required to maintain Fidelity Insurance and E&O 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 or the special servicer under a policy or bond obtained by an affiliate of the master servicer or the special servicer, as applicable that meets the same requirements as a policy obtained directly by the master servicer or the special servicer will be permitted under the Pooling and Servicing Agreement. In lieu of obtaining such a policy or bond, the master servicer or the special servicer will be permitted to provide self-insurance with respect to Fidelity Insurance or E&O Insurance, subject to satisfaction of certain credit ratings requirements by the master servicer, the 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 or the Special Servicer.* The master servicer and the special servicer will only be permitted to resign from their respective obligations and duties under the Pooling and Servicing Agreement upon (i) a determination that such party’s duties are no longer permissible under applicable law or (ii) the appointment of, and the acceptance of such appointment by, a successor to the resigning master servicer or resigning special servicer, as applicable. 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 or the special servicer, as the case may be, agrees in writing to assume all of the responsibilities, duties and liabilities of the master servicer or the 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 special servicer) and (2) is rated at least “CMS3” (in the case of a successor master servicer) or “CSS3” (in the case of a successor special servicer) by Fitch and (d) with respect to a successor special servicer, the trustee receives an opinion of counsel generally to the effect that the agreement pursuant to which such special servicer is replaced is binding. Any determination permitting the resignation of the master servicer or the 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 or the special servicer will become effective until the trustee or the successor to the master servicer or the special servicer, as applicable, has assumed the resigning master servicer’s or resigning 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 Special Servicer and the Sub-Servicer.* If an event of default described under “—Events of Default” below occurs with respect to the master servicer or the special servicer and remains unremedied, the trustee will be authorized, and at the direction of the directing certificateholder (but with respect to the master servicer, only if such directing certificateholder is an Approved Directing Certificateholder) 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 and similar amounts accrued and unpaid to the date of termination.

In addition, the directing certificateholder will be entitled to remove, with or without cause, the special servicer and appoint a successor special servicer rather than have the trustee act as that successor, upon at least 30 business days’ prior written notice to the parties to the Pooling and Servicing Agreement. Any successor special servicer must satisfy the Successor Servicer Requirements. In addition, the trustee must receive an opinion of counsel to the effect that the removal of the special servicer and/or the appointment of the successor 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 special servicer incurred in connection with transferring the

subject special servicing responsibilities to a successor special servicer will be the responsibility of the directing certificateholder that effected the termination. Moreover, the terminated special servicer will be entitled to—

- payment out of the collection account for all accrued and unpaid special servicing fees, and additional special servicing compensation;
- continued rights to indemnification; and
- continued rights to liquidation and workout fees earned by it as described below under “—Servicing and Other Compensation and Payment of Expenses.”

In addition, (i) if Freddie Mac is then acting as master servicer, Freddie Mac as master servicer will be permitted to, and (ii) if Freddie Mac is not then acting as master servicer, Freddie Mac will be entitled to direct any Third Party Master Servicer to, remove the sub-servicer with respect to the underlying mortgage loan if (x) Freddie Mac determines, in accordance with the provisions of the Guide that the sub-servicer should not sub-service the underlying mortgage loan, (y) such sub-servicer becomes an affiliate of the trustee or (z) Freddie Mac determines, in its reasonable discretion, that a conflict of interest exists between the sub-servicer and the borrower such that the sub-servicer should not sub-service the underlying mortgage loan. Any sub-servicer that is terminated pursuant to clauses (x), (y) or (z) above will have the right to sell its sub-servicing to either any Third Party Master Servicer or another sub-servicer acceptable to Freddie Mac, which acceptance may not be unreasonably withheld or delayed, and any reasonable and customary expenses incurred by any Third Party Master Servicer (if applicable) in connection with such transfer of servicing will be paid by Freddie Mac. Subject to a sub-servicer’s right to retain accrued but unpaid sub-servicing fees, in no event will Freddie Mac, the depositor, the master servicer, the special servicer, the trustee, the certificate administrator, the issuing entity or the trust fund be liable to the 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 or the special servicer as described in this offering circular, subject to the right of the predecessor master servicer or 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 special servicer, as the case may be, will be in excess of that paid to the terminated master servicer or special servicer, as the case may be, under the Pooling and Servicing Agreement. The trustee, the master servicer, the 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 special servicer by the directing certificateholder as described above under “—Removal of the Master Servicer, the Special Servicer and the 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 or 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 or the special servicer, as the case may be, is terminated pursuant to the terms of the Pooling and Servicing Agreement, it is required to promptly provide the trustee with all documents and records requested by it to enable the trustee or another successor to assume the master servicer’s or the 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 or the special servicer’s, as the case may be, responsibilities and rights under the Pooling and Servicing Agreement, including, without limitation, the transfer within 5 business days 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 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**

Deutsche Bank Trust Company Americas, a New York banking corporation (“DBTCA”), will act as trustee, certificate administrator, custodian and certificate registrar under the Pooling and Servicing Agreement. DBTCA is a New York banking corporation with its offices for notices under the Pooling and Servicing Agreement located at 1761 East St. Andrew Place, Santa Ana, California 92705-4934, Attention: Trustee Administration – FRESB 2017-SB38. Its telephone number is (714) 247-6000.

Under the terms of the Pooling and Servicing Agreement, DBTCA is responsible for securities administration, which includes pool performance calculations, distribution calculations and the preparation of monthly distribution reports. As certificate administrator, DBTCA is also responsible for the preparation and filing of all REMIC and grantor trust tax returns on behalf of the issuing entity.

DBTCA and its affiliates have provided corporate trust services since 1991. DBTCA and its affiliates have previously been appointed to the role of trustee for over 1,900 mortgage backed transactions and have significant experience in this area. DBTCA will act as custodian of the mortgage files pursuant to the Pooling and Servicing Agreement. DBTCA and its affiliates have performed this custodial role in numerous mortgage backed transactions since 1991. DBTCA will maintain the mortgage files in secure, fire resistant facilities. DBTCA will not physically segregate the mortgage files from other mortgage files in DBTCA's custody but will keep them in shared facilities. However, DBTCA's proprietary documents are held on behalf of the issuing entity.

In its capacity as trustee on commercial mortgage securitizations, DBTCA is generally required to make an advance if the related master servicer or special servicer fails to make a required advance. In the past three years, DBTCA, in its capacity as trustee, has not been required to make an advance on a domestic CMBS transaction.

DBTCA and Deutsche Bank National Trust Company ("DBNTC") have been sued by investors in civil litigation concerning their role as trustees of certain residential mortgage backed securities ("RMBS") trusts.

On June 18, 2014, a group of investors, including funds managed by Blackrock Advisors, LLC, PIMCO-Advisors, L.P., and others, filed a derivative action against DBNTC and DBTCA in New York State Supreme Court purportedly on behalf of and for the benefit of 544 private-label RMBS trusts asserting claims for alleged violations of the U.S. Trust Indenture Act of 1939 (TIA), breach of contract, breach of fiduciary duty and negligence based on DBNTC and DBTCA's alleged failure to perform their duties as trustees for the trusts. Plaintiffs subsequently dismissed their state court complaint and filed a derivative and class action complaint in the U.S. District Court for the Southern District of New York on behalf of and for the benefit of 564 private-label RMBS trusts, which substantially overlapped with the trusts at issue in the state court action. The complaint alleges that the trusts at issue have suffered total realized collateral losses of U.S. \$89.4 billion, but the complaint does not include a demand for money damages in a sum certain. DBNTC and DBTCA filed a motion to dismiss, and on January 19, 2016, the court partially granted the motion on procedural grounds: as to the 500 trusts that are governed by Pooling and Servicing Agreements, the court declined to exercise jurisdiction. The court did not rule on substantive defenses asserted in the motion to dismiss. On March 22, 2016, plaintiffs filed an amended complaint in federal court. In the amended complaint, in connection with 62 trusts governed by indenture agreements, plaintiffs assert claims for breach of contract, violation of the TIA, breach of fiduciary duty, and breach of duty to avoid conflicts of interest. The amended complaint alleges that the trusts at issue have suffered total realized collateral losses of U.S. \$9.8 billion, but the complaint does not include a demand for money damages in a sum certain. On July 15, 2016, DBNTC and DBTCA filed a motion to dismiss the amended complaint. On January 23, 2017, the court granted in part and denied in part DBNTC and DBTCA's motion to dismiss. The court granted the motion to dismiss with respect to plaintiffs' conflict-of-interest claim, thereby dismissing it, and denied the motion to dismiss with respect to plaintiffs' breach of contract claim (except as noted below) and claim for violation of the TIA, thereby allowing those claims to proceed. On January 26, 2017, the parties filed a joint stipulation and proposed order dismissing plaintiffs' claim for breach of fiduciary duty. On January 27, 2017, the court entered the parties' joint stipulation and ordered that plaintiffs' claim for breach of fiduciary duty be dismissed. On February 3, 2017, following a hearing concerning DBNTC and DBTCA's motion to dismiss on February 2, 2017, the court issued a short form order dismissing (i) plaintiffs' representation and warranty claims as to 21 trusts whose originators and/or sponsors had entered bankruptcy and the deadline for asserting claims against such originators and/or sponsors had passed as of 2009 and (ii) plaintiffs' claims to the extent they were premised upon any alleged pre-Event of Default duty to terminate servicers. On March 27, 2017, DBNTC and DBTCA filed an answer to the amended complaint. Discovery is ongoing.

On March 25, 2016, the BlackRock plaintiffs filed a state court action against DBTCA in the Superior Court of California, Orange County with respect to 513 trusts. On May 18, 2016, plaintiffs filed an amended complaint with respect to 465 trusts, and included DBNTC as an additional defendant. The amended complaint asserts three causes of action: breach of contract; breach of fiduciary duty; and breach of the duty to avoid conflicts of interest. Plaintiffs purport to bring the action on behalf of themselves and all other current owners of certificates in the 465 trusts. The amended complaint alleges that the trusts at issue have suffered total realized collateral losses of U.S. \$75.7 billion, but does not include a demand for money damages in a sum certain. On August 22, 2016, DBNTC and DBTCA filed a demurrer as to Plaintiffs' breach of fiduciary duty cause of action and breach of the duty to avoid conflicts of interest cause of action and motion to strike as to Plaintiffs' breach of contract cause of action. On October 18, 2016, the court granted DBNTC and DBTCA's demurrer, providing Plaintiffs with thirty days' leave to amend, and denied DBNTC and DBTCA's motion to strike. Plaintiffs did not further amend their complaint and, on December 19, 2016, DBNTC and DBTCA filed an answer to the amended complaint. Discovery is ongoing.

On December 30, 2015, IKB International, S.A. in Liquidation and IKB Deutsche Industriebank A.G. (collectively, "IKB"), as an investor in 37 RMBS trusts, filed a summons with notice in the Supreme Court of the State of New York, New York County, against DBNTC and DBTCA as trustees of the trusts. On May 27, 2016, IKB served its complaint asserting claims for breach of contract, breach of fiduciary duty, breach of duty to avoid conflicts of interest, violation of New York's Streit Act, violation of the Trust Indenture Act, violation of Regulation AB, and violation of Section 9 of the Uniform Commercial Code. IKB alleges that DBNTC and DBTCA are liable for over U.S. \$268 million in damages. On October 5, 2016, DBNTC and DBTCA, together with several other trustees defending lawsuits by IKB, filed a joint motion to dismiss. On January 6, 2017, IKB filed a notice of discontinuance, voluntarily dismissing with prejudice all claims as to three trusts. As of January 17, 2017,

DBNTC and DBTCA's motion to dismiss has been briefed and is awaiting decision by the court. On June 20, 2017, the parties filed a stipulation, voluntarily dismissing with prejudice all claims as to four additional trusts. Certain limited discovery is permitted to go forward while the motion to dismiss is pending.

It is DBTCA's belief that it has no pending legal proceedings (including, based on DBTCA's present evaluation, the litigation disclosed in the foregoing paragraphs) that would materially affect its ability to perform its duties as trustee, certificate administrator and custodian under the Pooling and Servicing Agreement for this transaction.

The foregoing information set forth in this section "—The Trustee, Certificate Administrator and Custodian" has been provided by DBTCA. Neither the depositor nor any other person other than DBTCA makes any representation or warranty as to the accuracy or completeness of such information. DBTCA is providing the information in the foregoing paragraphs at our request in order to assist us with the preparation of this offering circular and, other than with respect to the information in the foregoing paragraphs, assumes no responsibility or liability for the contents of this offering circular.

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, master servicer, 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 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 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 \$50,000,000 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 or the special servicer (except during any period when the trustee is acting as, or has become successor to, a master servicer or 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 (or, with respect to DBTCA, "A-" or higher by Fitch (provided that, with respect to DBTCA, and for so long as the master servicer maintains a long-term senior unsecured debt rating of "A" or higher by Fitch, the applicable long-term senior unsecured debt rating by Fitch for purposes of clause (iii)(a) will be "BBB" or higher (provided that the Pooling and Servicing Agreement will not impose on the master servicer any obligation to maintain such rating))) 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) (provided that, with respect to DBTCA, and for so long as the master servicer maintains ratings of "A2" or higher by Moody's with respect to long term unsecured debt, or "P-1" or higher by Moody's with respect to short term unsecured debt obligations, the applicable Moody's ratings for purposes of clause (iii)(a) will be either "Baa2" or higher by Moody's with respect to long term senior unsecured debt, or "P-2" or higher by Moody's with respect to short term unsecured debt obligations (provided that the Pooling and Servicing Agreement does not impose on the master servicer any obligation to maintain such rating)) or (b) is otherwise acceptable to the Approved Directing Certificateholder and Freddie Mac.

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 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, in accordance with—

- any and all applicable laws,
- the terms of the Pooling and Servicing Agreement,
- the terms of the respective underlying mortgage loans and any applicable intercreditor, co-lender or similar 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 that do not constitute Specially Serviced Mortgage Loans. The special servicer will be responsible for the servicing and administration of all related Specially Serviced Mortgage Loans and any REO Property acquired in respect of any underlying mortgage loan, subject to specified requirements and certain consultation, consent and approval rights of the Approved Directing Certificateholder contained in the Pooling and Servicing Agreement.

However, with respect to Specially Serviced Mortgage Loans the master servicer will be required to:

- continue to receive payments 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 Mortgage Loans; and
- otherwise, to render other incidental services with respect to any Specially Serviced Mortgage Loans.

The master servicer will transfer servicing of an underlying mortgage loan to the special servicer upon the occurrence of a Servicing Transfer Event. The special servicer will return the servicing of that underlying mortgage loan to the master servicer if and when that Servicing Transfer Event ceases to exist and that underlying mortgage loan has become a Corrected Mortgage Loan.

The Pooling and Servicing Agreement provides that in certain circumstances the Approved Directing Certificateholder may, at its own expense, request that a 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 underlying mortgage loans that are not Specially Serviced Mortgage Loans. In providing a recommendation in response to any such request, the Directing Certificateholder Servicing Consultant will be acting as a consultant to the Approved Directing Certificateholder and any such recommendation provided will not be subject to the Servicing Standard, even if the Directing Certificateholder Servicing Consultant is the special

servicer or the sub-servicer. The Directing Certificateholder Servicing Consultant will have no duty or liability to any certificateholder other than the Approved Directing Certificateholder in connection with any recommendation it gives the Approved Directing Certificateholder or actions taken by any party as a result of such consultation services provided to the Approved Directing Certificateholder as contemplated above. However, this will not limit any liability that the Directing Certificateholder Servicing Consultant may have to the directing certificateholder with respect to the performance of its obligations to the directing certificateholder. See “—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses” and “—Modifications, Waivers, Amendments and Consents” below.

Any Third Party Master Servicer, the Directing Certificateholder Servicing Consultant and the 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 will not be bound by any such consultation. Freddie Mac will be acting as a “servicing consultant” in connection with such consultations. The sub-servicer will be required to inform the 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 any Third Party Master Servicer, the Directing Certificateholder Servicing Consultant or the 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 any Third Party Master Servicer, to the extent not already provided by such borrower).

### **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](http://www.allregs.com).

Generally, under the Guide, servicers are required to perform all services and duties customary to the servicing of multifamily mortgage loans. These include:

- collecting and posting payments on the underlying mortgage loans;
- investigating delinquencies and defaults;
- analyzing and recommending any 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 mortgage originators or government authorities; and
- collecting and administering insurance claims.

See “Risk Factors—Risks Related to the Underlying Mortgage Loans—The Master Servicer and the Sub-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 Sub-Servicer to Make Certain Servicing Decisions” in this offering 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 a sub-servicing fee.

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 underlying mortgage loan, as to which the related mortgaged real property has become an REO Property.

- 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 on the Stated Principal Balance of the related underlying mortgage loan at a master servicing fee rate set forth on Exhibit F,
  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 sub-servicing fee:

- will be earned with respect to each underlying mortgage loan, including (without duplication) Specially Serviced Mortgage Loans and each underlying mortgage loan, if any, as to which the related mortgaged real property has become an REO Property, 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 on the Stated Principal Balance of the related underlying mortgage loan at a sub-servicing fee rate set forth on Exhibit F,
  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, such 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 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 Approved Directing Certificateholder, of any principal prepayment relating to one or more underlying mortgage loans 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 for such Collection Period up to an amount not to exceed the master servicing fee 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 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 to offset such Prepayment Interest Shortfalls 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 that Distribution Date, as described under "Description of the Certificates—Distributions" in this offering circular. If the amount of Prepayment Interest Shortfalls incurred with respect to the mortgage pool 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 the certificates, in reduction of the interest distributable on those certificates, as and to the extent described under "Description of the Certificates—Distributions—Interest Distributions" in this offering 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; and
- the corresponding liquidation fees.

Special Servicing Fee. A special servicing fee:

- will be earned with respect to—
  1. each underlying mortgage loan, if any, that is a Specially Serviced Mortgage Loan, and
  2. each underlying mortgage loan, if any, as to which the related mortgaged real property has become an REO Property;
- in the case of each underlying mortgage loan described in the foregoing bullet, will—
  1. be calculated on the same interest accrual basis as that underlying mortgage loan,
  2. accrue at a special servicing fee rate set forth under "Description of the Certificates—Fees and Expenses" in this offering circular, and
  3. accrue on the Stated Principal Balance of that underlying mortgage loan outstanding from time to time, *provided* if such special servicing fee would, in the aggregate, be less than \$1,000 in any given month, the special servicing fee for such month will be \$1,000; and
- will generally be payable to the special servicer monthly from general collections on the mortgage pool.

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 a workout fee rate set forth under "Description of the Certificates—Fees and Expenses" in this offering circular to each payment of interest (other than Default Interest or late payment charges) 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 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 special servicer 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 certificateholders.

**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 offering circular, if the repurchase or substitution occurs after the end of the applicable cure period (and any permitted 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 a liquidation fee rate set forth under “Description of the Certificates—Fees and Expenses” in this offering 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 directing certificateholder and it 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 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 offering circular, within the applicable cure period (and any permitted applicable extension of the applicable cure period);
- the purchase of all of the underlying mortgage loans and REO Properties in the issuing entity by the (1) Controlling Class Majority Holder (excluding Freddie Mac if Freddie Mac is the Controlling Class Majority Holder), (2) the special servicer or (3) any Third Party Master Servicer in connection with the termination of the issuing entity, as described under “—Termination” below; or
- the purchase of a Specially Serviced Mortgage Loan by the special servicer or any affiliate unless the purchase price with respect thereto includes the liquidation fee.

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.

The special servicer may 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 special servicer to such person, of all or a portion of the special servicer’s compensation under the Pooling and Servicing Agreement, *provided*, that any such assignment or provision will not be binding on any successor 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 will be payable to the sub-servicer under the 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 offering 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 collected on the underlying mortgage loans (other than Specially Serviced Mortgage Loans) will be allocated between the master servicer (a portion of which will be payable to the sub-servicer under the sub-servicing agreement) and the

Approved Directing Certificateholder or Affiliated Borrower Loan Directing Certificateholder as shown under “Description of the Certificates—Fees and Expenses” in this offering 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 offering 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.

Notwithstanding anything to the contrary in the loan documents or the Servicing Standard and except with respect to Transfer Fees, Transfer Processing 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 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 additional 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 the 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 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 special servicer nor an affiliate of the 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, to advance all such amounts as are necessary to pay, among other things, (i) certain 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 required 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 required appraisals with respect to such mortgaged real property and (vii) any other amount required to be paid as a servicing advance or 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 Advances, provided that in an urgent or emergency situation, the special servicer may make a Servicing Advance. The master servicer is required to reimburse the special servicer for any such Servicing Advance in accordance with the terms of the Pooling and Servicing Agreement.

With respect to any underlying mortgage loan that has a related subordinate loan and is subject to an intercreditor agreement that allows the lender for the underlying mortgage loan to cure defaults on the related subordinate 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 subordinate loan will be limited to the monthly debt service payments on the subordinate loan and will be deemed to be a Servicing Advance. This monthly debt service payment limitation does not apply to defaults under the related subordinate loan which are also defaults under the senior 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 subordinate loan. In addition, with respect to any underlying mortgage loan that has a related subordinate loan, any Servicing Advance that is made or proposed to be made in order to cure a default on such subordinate loan will be subject to the same application, reimbursements and nonrecoverability determinations as any other Servicing Advance under the Pooling and Servicing Agreement. The master servicer will not be required to make any Servicing Advance that would, if made, constitute a Nonrecoverable Servicing Advance.

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 by the master servicer, 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.

Notwithstanding the foregoing discussion, neither the trustee nor the master servicer will be obligated to make Servicing Advances that, in its judgment (in accordance with the Servicing Standard in the case of the judgment of the master servicer, 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 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 mortgage pool. 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, (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 and (v) the timing of recoveries. 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 (thereby reducing the Principal Distribution Amount otherwise distributable on the certificates on the related Distribution Date) prior to the application of any other general collections on the mortgage pool 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 determination that a Servicing Advance is a Nonrecoverable Servicing Advance.

However, instead of obtaining reimbursement out of general collections on the mortgage pool 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 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 mortgage pool 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 mortgage pool 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 to the detriment of other classes of certificateholders 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 by any party to the Pooling and Servicing Agreement, to the certificateholder.

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 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 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 mortgage pool 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 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 certificateholders as a collective whole.

The master 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 (other than any Designated Advance Interest, which will be reimbursed directly by Freddie Mac)—

- *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 are insufficient to cover the advance interest, out of any amounts on deposit in the collection account.

#### **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 a due-on-sale 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. Generally, the master servicer or the special servicer (in the case of any Specially Serviced Mortgage Loan) will determine whether to enforce any due-on-encumbrance clause or grant its consent (provided the conditions for a waiver of a due-on-encumbrance clause, if any, are met) 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 Approved Directing Certificateholder in the case of any Specially Serviced Mortgage Loan (subject to the last paragraph of “—Realization Upon Mortgage Loans—Asset Status Report” below), *provided* that the Approved Directing Certificateholder 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 have provided notice to the Approved Directing Certificateholder and Freddie Mac in accordance with the Pooling and Servicing Agreement, and provided the Approved Directing Certificateholder with its written recommendation and analysis and any other information and documents reasonably requested by such Approved Directing Certificateholder. The approval of the Approved Directing Certificateholder (if any) must be obtained prior to any such waiver. However, the Approved Directing Certificateholder’s approval will be deemed to have been obtained if it does not approve or disapprove the request within five business days of receipt of the documents and recommendation and analysis from the master servicer or the special servicer, as applicable. Such approval is not permitted to be unreasonably withheld in connection with a Requested Transfer.

Subject to the five business day period described above, the Pooling and Servicing Agreement provides that the Approved Directing Certificateholder 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 the 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 the Approved Directing Certificateholder in connection with any recommendation it gives the Approved Directing Certificateholder or actions taken by any party as a result of such consultation services provided to the 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 (which may not exceed the lesser of the fee required to be paid under the loan documents and \$2,500). 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 prescribed in the loan documents, which is generally equal to 1.000% of the outstanding principal balance of the related underlying mortgage loan as of the date of the Transfer; *provided* that the directing certificateholder will be entitled to a portion of such fee to the extent set forth above under “Description of the Certificates—Fees and Expenses.” Neither the master servicer nor the sub-servicer is permitted to waive any Transfer Fee set forth in the related loan documents without the consent of the Approved Directing Certificateholder or Affiliated Borrower Loan Directing Certificateholder if the consent or review of the Approved Directing Certificateholder or Affiliated Borrower Loan Directing Certificateholder, as applicable, is required with respect to the related Transfer.

#### **Modifications, Waivers, Amendments and Consents**

The master servicer or the special servicer, as applicable, will be required to perform all of its obligations described in this “—Modifications, Waivers, Amendments and Consents” section in accordance with the Servicing Standard and any related intercreditor agreement.

*Requirements for Review of Borrower Consent Requests.* With respect to all actions described in this “—Modifications, Waivers, Amendments and Consents” section, as well as any waiver of a due-on-sale or due-on-encumbrance clause as discussed above under “—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses”, the master servicer or the special servicer, as applicable will be required to comply with each of the following requirements:

- require all borrower requests that require a modification, waiver or amendment of any underlying mortgage loan to be in writing (except for waivers of late payment charges or Default Interest);
- not consent to a borrower request unless the borrower or a third party, but in no event the issuing entity, has paid all related expenses with respect to the borrower request, to the extent not prohibited by the loan documents;
- not consent to a borrower request unless it has determined that the borrower request will not cause an Adverse REMIC Event (as defined below under “—REMIC Qualification Determination”), or as otherwise set forth below under “—REMIC Qualification Determination”;

- obtain directing certificateholder review and approval, in the manner as set forth under “—Directing Certificateholder Review and Approval” (no special servicer consent will be required on non-Specially Serviced Mortgage Loans);
- except with respect to waivers of late payment charges or Default Interest, notify the master servicer or the special servicer, as applicable, the sub-servicer, the directing certificateholder, the certificate administrator, and the trustee, in writing, of the completion and date of any modification, waiver or amendment of any term of any underlying mortgage loan (including fees charged to the borrower) and will deliver to the custodian (with a copy to the master servicer) an original counterpart of the agreement relating to such modification, waiver or amendment, within 30 business days following the execution of the applicable document(s) for deposit in the related mortgage file;
- charge and collect all additional servicing compensation due to the master servicer in accordance with the terms of the Pooling and Servicing Agreement; and
- 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 the special servicer actually collects such payment from the related borrower.

*REMIC Qualification Determination.* Prior to consenting to any borrower request, the master servicer or the special servicer, as applicable, must make a determination that approval of any borrower request will not (a) cause any Trust REMIC to fail to qualify as a REMIC or (b) result in the imposition of a tax under the REMIC Provisions upon any Trust REMIC (including the tax on prohibited transactions as defined in Section 860F(a)(2) of the Code and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code, but not including the tax on net income from foreclosure property imposed by Section 860G(c) of the Code) (either such event, an “Adverse REMIC Event”). In addition, no modification, waiver or amendment may (i) constitute a “significant modification” of such underlying mortgage loan pursuant to Treasury Regulations Section 1.860G-2(b) or (ii) otherwise cause an Adverse REMIC Event to any Trust REMIC. In making such determinations, the master servicer or the special servicer, as applicable, may rely on an opinion of counsel (at the expense of the borrower if such expense may be imposed on the borrower pursuant to the applicable loan agreement). The determination of the master servicer or the special servicer, as applicable, will be evidenced by an officer’s certificate to such effect delivered to the trustee, the certificate administrator, and the master servicer or the special servicer, as applicable, describing in reasonable detail the basis for the master servicer’s or the special servicer’s determination and the considerations of the master servicer or the special servicer, as applicable, forming the basis of such determination. The officer’s certificate must address satisfactory evidence of value, and such evidence may include (i) information related to income and expense statements, rent rolls, occupancy status, and property inspections and/or (ii) an appraisal or a broker’s opinion of value of the related mortgaged real property; provided, such method is a commercially reasonable method of valuation permitted to a REMIC.

In connection with (i) the release of any portion of the mortgaged real property securing any underlying mortgage loan from the lien of the related 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 by 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 any loan secured by the same mortgaged real property that is at a higher level of lien priority than the underlying mortgage loan 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 is greater than 125%, the applicable servicer will require a payment of principal by a “qualified amount” as determined under Revenue Procedure 2010-30 or successor provisions unless the related borrower provides, or the master servicer or the special servicer, as applicable, otherwise receives, an opinion of counsel that if such amount is not paid the related underlying mortgage loan will not fail to be a “qualified mortgage” within the meaning of Section 860G(a)(3) of the Code.

*Approved Directing Certificateholder Review and Approval.* In connection with obtaining Approved Directing Certificateholder review and approval for actions described in this “—Modifications, Waivers, Amendments and Consents” section, as well as any waiver of a due-on-sale or due-on-encumbrance clause as discussed above under “—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses”, with respect to any underlying mortgage loan or Specially Serviced Mortgage Loan, the master servicer or the special servicer, as applicable, will be required to take each of the following actions:

- provide to the Approved Directing Certificateholder its written recommendation and analysis and any other information or documents reasonably requested by the directing certificateholder;
- if the Approved Directing Certificateholder approves the recommendation, process the required documentation to complete the transaction;
- if the Approved Directing Certificateholder does not approve or disapprove the recommendation within 5 business days following its receipt of the master servicer's or the special servicer's, as applicable, recommendation, analysis, and the documents, then the master servicer's or the special servicer's recommendation shall be deemed approved, and the master servicer or the special servicer, as applicable, shall process the required documentation to complete the transaction; and
- if the Approved Directing Certificateholder concludes that such action does not satisfy the criteria set forth in the loan documents, then within 5 business days following its receipt of the master servicer's or the special servicer's, as applicable, recommendation and analysis, the Approved Directing Certificateholder shall so indicate to the master servicer or the special servicer, in writing, citing the specific criteria for its determination.

Subject to the 5 business day time period described above, the Approved Directing Certificateholder may, at its own expense, request that the Directing Certificateholder Servicing Consultant prepare and deliver to the Approved Directing Certificateholder a recommendation relating to such waiver request. No expenses incurred by the Directing Certificateholder Servicing Consultant will be considered an expense of the issuing entity.

However, if the master servicer or the special servicer, as applicable, determines that emergency action is necessary to protect the related mortgaged real property or the interests of the Certificateholders, or if a failure to take any such action at such time would be inconsistent with the Servicing Standard, the master servicer or the special servicer, as applicable, may take actions with respect to the related mortgaged real property before the expiration of such five business day period referenced above without the consent of the directing certificateholder if the master servicer or the special servicer, as applicable, determines in accordance with the Servicing Standard that failure to take such actions before the expiration of such period would materially and adversely affect the interest of the Certificateholders and the master servicer or the special servicer, as applicable, has made efforts consistent with the Servicing Standard to contact the directing certificateholder, without success. The master servicer or the special servicer, as applicable, will be required to notify the directing certificateholder upon taking any such action. The foregoing will not relieve the master servicer or the special servicer, as applicable, of its duties to comply with the Servicing Standard.

To the extent not inconsistent with the limitations to modifications and consents contained in the Pooling and Servicing Agreement, the master servicer or the special servicer, as applicable, may, consistent with the Servicing Standard and without the consent of any other party (subject, with respect to any Specially Serviced Mortgage Loan, to the consent rights of the Approved Directing Certificateholder with respect to a request initiated by the related borrower to replace a property manager, as described under “—Realization Upon Mortgage Loans—Asset Status Report” below), (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 non-material covenant defaults or (ii) effect other non-material waivers, consents, modifications or amendments in the ordinary course of servicing an underlying mortgage loan, including any of the following:

- waiver of late payment charges and Default Interest;
- approvals of routine retail leasing activities that affect less than 10% of the net rentable area of the related mortgaged real property;
- approvals of annual budgets to operate the mortgaged real property;
- temporary waivers of any requirements in the related loan documents with respect to insurance deductible amounts or claims-paying ability ratings of insurance providers;
- consenting to a change in the property manager; or
- granting a non-material easement, right of way or similar agreement for utilities, access, parking, public improvements or another purpose, including subordination of the related underlying mortgage loan to such a non-material easement, right of way or similar agreement.

*Amendment of Borrower Organizational Documents.* With respect to any underlying mortgage loan that permits the related borrower, with the consent or grant of a waiver by the mortgagee, to amend or modify the related borrower's organizational documents, the master servicer or the special servicer, as applicable, may consent to such action, or grant a waiver with respect thereto, *provided, however,* with respect to any such amendment or modification that the master servicer or the special servicer, as applicable, determines is material, the master servicer or the special servicer, as applicable, may grant such consent only if (i) it obtains the consent of the directing certificateholder and (ii) it determines that such consent or grant of waiver is likely to result in an equal or greater recovery on a net present value basis (discounted at the related mortgage rate) than the withholding of such consent or grant of waiver.

*Permitted Transfers.* In addition to the requirements described above under “—Requirements for Review of Borrower Consent Requests”, with respect to a Permitted Transfer, the master servicer will be required to process the documentation required in connection with the Permitted Transfer within 10 days following receipt of such documentation, including receipt of additional documents requested by the master servicer on behalf of Freddie Mac.

*Subordinate Financing.* In addition to the provisions requirements described above under “—Requirements for Review of Borrower Consent Requests”, with respect to subordinate financing, within five business days following its receipt of a request from the borrower for subordinate financing, the master servicer will provide the directing certificateholder, except as provided in the following paragraph with a copy of the borrower's request and the information required to be provided to lender in connection with such request pursuant to the terms of the related loan documents (and to the extent the information is incomplete, a list of items the master servicer was unable to obtain despite its reasonable efforts to do so), together with any additional information reasonably requested by the Approved Directing Certificateholder. For so long as the lender's consent or approval is required under the related loan documents, neither the master servicer nor the sub-servicer (unless the sub-servicer is also the proposed subordinate financing lender) will have any right to underwrite, approve or disapprove a request from a borrower for subordinate financing without the consent of the directing certificateholder. The consent of the directing certificateholder will be required with respect to any of the determinations required to be made by the lender as to whether the requirements for subordinate financing under the related loan documents are satisfied. The master servicer will be required to provide such assistance as necessary to permit the Approved Directing Certificateholder to review the borrower's request. The conditions set forth in the Guide will be required to be satisfied for the directing certificateholder to consent to any subordinate financing.

During an Affiliated Borrower Loan Event, in accordance with the Guide and the Servicing Standard, the master servicer will be required to make the determination to approve or disapprove a request from a borrower for subordinate financing on an Affiliated Borrower Loan.

Without limiting any of the directing certificateholder's consent rights described in the second preceding paragraph, the master servicer will be required to (i) execute the intercreditor agreement on behalf of and in the name of the issuing entity and (ii) provide the trustee, the certificate administrator and the special servicer written notice (with a copy to the directing certificateholder) of the terms of any subordinate financing within 10 days after the master servicer executes the intercreditor agreement relating to the subordinate financing.

*Specially Serviced Mortgage Loans – Permitted Actions by Special Servicer.* With respect to Specially Serviced Mortgage Loans, the special servicer may take any of the following actions (subject to the consent rights of the directing certificateholder, as set forth in “—Realization Upon Mortgage Loans—Directing Certificateholder” and “—Asset Status Report” below):

- reduce the amounts owing under any such underlying mortgage loan by forgiving principal and/or accrued interest (including late payment charges or Default Interest) and/or any Prepayment Premium;
- reduce the amount of the monthly payment on any such underlying mortgage loan, including by way of a reduction in the related mortgage rate;
- forbear in the enforcement of any right granted under any note or other loan document relating to any such underlying mortgage loan;
- subject to the discussion under “—Realization Upon Mortgage Loans—Asset Status Report” below, extend the maturity of any such underlying mortgage loan;
- permit the release or substitution of collateral for any such underlying mortgage loan; provided that in the case of such a release, the underlying mortgage loan continues to be a “qualified mortgage” within the meaning of the REMIC Provisions; and/or
- accept a principal prepayment during any lockout period for any such underlying mortgage loan;

provided that the related borrower is in payment default with respect to such underlying 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).

*Prohibited Modifications.* With respect to any underlying mortgage loan that is not a Specially Serviced Mortgage Loan, subject to the requirement to obtain directing certificateholder consent described above under “—Requirements for Review of Borrower Consent Requests” and the discussion under “—REMIC Qualification Determination above, neither the master servicer nor the special servicer may agree or consent to, any modification, waiver or amendment of any term of any underlying mortgage loan if such modification, waiver or amendment would—

- affect the amount or timing of any scheduled payments of principal, interest or other amounts (including Prepayment Premiums) payable under the underlying mortgage loan, with limited exceptions generally involving the waiver of Default Interest and late payment charges, or change the mortgage interest rate;
- reduce or increase the outstanding principal balance (except for reductions resulting from actual payments of principal);
- affect the obligation of the related borrower to pay a Prepayment Premium or permit a principal prepayment, 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 directing certificateholder (subject to the last paragraph of “—Realization Upon Mortgage Loans—Asset Status Report” below), 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;
- permit a principal prepayment during any period in which the related mortgage note prohibits principal prepayments;
- 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; or
- 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.

*Extension of Maturity Date; Deferral of Interest.* The master servicer will have no right to extend the maturity date of any underlying mortgage loan.

Neither the master servicer nor the special servicer may extend the scheduled maturity date of any underlying mortgage loan 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 rate for comparable loans, as determined by the applicable servicer by reference to available indices for commercial mortgage lending.

With respect to any underlying mortgage loans secured by leasehold mortgages, neither the master servicer nor the special servicer may extend the scheduled maturity date of any underlying mortgage loan beyond the date that is 20 years prior to the expiration of the ground lease (after accounting for any extension options).

The master servicer may not defer interest due on any underlying mortgage loan in an amount in excess of 5% of the Stated Principal Balance of such underlying mortgage loan.

Pursuant to the Pooling and Servicing Agreement, certificateholders representing a majority, by outstanding notional amount, of the class X1 certificates 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 Prepayment Premium in connection with any prepayment in full of any underlying mortgage loan. The consent of the directing certificateholder will not be required for any such waiver.

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 Certificateholder” and “—Asset Status Report” below.

## Required Appraisals

Within 60 days following the occurrence of any Appraisal Reduction Event with respect to any of the underlying mortgage loans or such other reasonably longer period as agreed to in writing by the directing certificateholder and Freddie Mac, the special servicer must use reasonable efforts—

- with respect to underlying mortgage loans with outstanding principal balances equal to or greater than \$2,000,000, 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; and
- with respect to underlying mortgage loans with outstanding principal balances of less than \$2,000,000, to calculate the value by multiplying the outstanding principal balance of each such underlying mortgage loan by the applicable Delinquency Percentage (such calculation, a “Delinquency Percentage Calculation”).

As a result of any appraisal described above, the master servicer may determine that an Appraisal Reduction Amount exists with respect to the subject underlying mortgage loan. If an appraisal with respect to any underlying mortgage loan with an outstanding principal balance equal to or greater than \$2,000,000 is not received 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. With respect to any underlying mortgage loan with an outstanding principal balance less than \$2,000,000, the Delinquency Percentage Calculation will result in an Appraisal Reduction Amount. 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 offering 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 (with respect to underlying mortgage loans with outstanding principal balances equal to or greater than \$2,000,000) or a new Delinquency Percentage Calculation (with respect to underlying mortgage loans with outstanding principal balances less than \$2,000,000) as described above. Based upon 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.

However, the special servicer will not be required to obtain an appraisal or perform a Delinquency Percentage Calculation, as described above, with respect to an underlying mortgage loan if the special servicer has obtained an appraisal with respect to such underlying mortgage loan within the 12 month period immediately prior to the occurrence of the related Appraisal Reduction Event, unless the special servicer, in the exercise of its reasonable judgment, has reason to believe there has been a material adverse change in the value of the related mortgaged real property.

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.

*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, special servicing fees, and in respect of late payment charges and Default Interest, net of amounts used to offset interest on any advances);
- any Prepayment Premiums;
- 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 Defaulted Loans 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 offering circular;
- any amounts paid to purchase or otherwise acquire all the underlying mortgage loans and any REO Properties in connection with the termination of the issuing entity pursuant to the clean-up call as contemplated under “—Termination” 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 force 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 offering circular; and
- any amount transferred by the special servicer from its REO account with respect to the REO Properties.

Upon its receipt 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 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 offering 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—
  - (a) monthly debt service payments due on a Due Date after the end of the related Collection Period;
  - (b) payments and other collections received by or on behalf of the issuing entity after the end of the related Collection Period; and
  - (c) 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 21. below;
2. to reimburse itself, the trustee or the special servicer, 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 offering 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 itself any accrued and unpaid master servicing fees or sub-servicing fees with respect to each underlying mortgage loan, 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 master servicing fees and sub-servicing fees with respect to each underlying mortgage loan or REO Loan, as applicable, 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, accrued and unpaid special servicing fees with respect to each underlying mortgage loan 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, the trustee or the special servicer, as applicable, out of general collections on the mortgage pool, for any unreimbursed advance 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 offering 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 offering circular, in the case of a P&I Advance;
8. to pay itself or the trustee, as applicable, out of general collections on the mortgage pool unpaid interest accrued on any advance made by that party with respect to the mortgage pool (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 offering circular, in the case of interest on any such advance that is a P&I Advance;
9. to pay itself, the special servicer, the Approved Directing Certificateholder 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 mortgage loan or REO Property in the issuing entity;
11. to pay, out of general collections on the mortgage pool, any servicing expenses that would, if advanced, be nonrecoverable under clause 2. above;
12. to pay, out of general collections on the mortgage pool, 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 special servicer, the trustee, the certificate administrator, the depositor or any of their or our 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 mortgage pool, any of the reimbursements or indemnities to which we or any of those 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 mortgage pool, for (a) the costs of various opinions of counsel related to the servicing and administration of mortgage loans not paid by the related borrower; (b) expenses properly incurred by the



trustee or the certificate administrator in connection with providing tax-related advice to the special servicer and (c) the fees of the trustee for confirming a Fair Value determination by the special servicer of a Defaulted Loan;

15. to reimburse itself, the special servicer, the depositor, the trustee 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;
16. to pay for—
  - (a) the cost of the opinions of counsel for purposes of REMIC administration or amending the Pooling and Servicing Agreement; and
  - (b) the cost of 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 any of the Trust REMICs 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 withdraw amounts deposited in the collection account in error, including amounts received on any mortgage loan or REO Property that has been purchased or otherwise removed from the issuing entity;
20. to pay any other items described in this offering circular as being payable from a collection account; and
21. 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.

### **Realization Upon Mortgage Loans**

*Purchase Option.* The Pooling and Servicing Agreement grants the directing certificateholder (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.

Each of the directing certificateholder, 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 will be required to notify the trustee, the certificate administrator, the special servicer, Freddie Mac, any related Junior Loan Holder and the directing certificateholder of such determination. Subject to the last paragraph of this section “—Purchase Option” in the case of any Affiliated Borrower Loan, any party exercising its Purchase Option will then have the right to exercise its Purchase Option at a cash price equal to the Option Price until the earlier of the applicable Expiration Date or the automatic termination of such Purchase Option (i) upon the Defaulted Loan becoming a Corrected Mortgage Loan or an REO Loan, (ii) upon the modification, waiver or pay-off (full or discounted) of the Defaulted Loan in connection with a workout or (iii) upon purchase of the Defaulted Loan by any other purchase option holder with a prior right to purchase during its respective option period.

Within the later of 60 days after an underlying mortgage loan becomes a Defaulted Loan and 15 days after the special servicer receives an acceptable appraisal, 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 (i) the special servicer obtains knowledge of changed circumstances, new information or otherwise, in accordance with the Servicing Standard or (ii) at the time of the exercise of a Purchase Option the current Fair Value determination was calculated more than 90 days prior to such exercise. In either case, the special servicer will be required to confirm or revise the Fair Value determination, which Fair Value may be higher or lower.

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 will be required to 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 or its assignee (the "Freddie Mac Purchaser"), the related Junior Loan Holder or its assignee (the "Junior Loan Holder Purchaser") and the directing certificateholder or its assignee (the "DCH Purchaser"). If, after receiving the Fair Value Notice, and subject to the last paragraph of this section "Purchase Option," the DCH Purchaser elects to purchase such Defaulted Loan from the issuing entity, such party must notify the special servicer, the trustee, the certificate administrator, the master servicer and Freddie Mac of such election and specify the Defaulted Loan Fair Value Purchase Price.

With respect to any Defaulted Loan, the Junior Loan Holder Purchaser (only with respect to any Defaulted Loan for which the related Junior Loan Holder is the holder of a subordinate priority lien (a "Defaulted First Lien Loan")), the DCH Purchaser and the Freddie Mac Purchaser (in that order) will each (i) have 5 business days to elect to purchase such Defaulted Loan at the Purchase Price or (ii) solely with respect to the DCH Purchaser and the Freddie Mac Purchaser, upon receipt of a Fair Value Notice, have 5 business days to elect to purchase the Defaulted Loan at the Fair Value of the Defaulted Loan (the "Defaulted Loan Fair Value Purchase Price") (in each instance, an "Expiration Date"). Any purchase is required to be consummated no later than 10 business days after notice is given by the option holder of its election to exercise such Purchase Option. Any purchase is required to be consummated no later than 10 business days after notice is given by the option holder of its election to exercise such Purchase Option. In the event that any of the Junior Loan Holder Purchaser, the DCH Purchaser or the Freddie Mac Purchaser consummates the purchase within such 10 business day period, the Purchase Option will terminate.

However, if an underlying mortgage loan becomes a Defaulted Loan, but a Servicing Transfer Event has not occurred with respect to such an underlying mortgage loan due to the exception set forth in the first bullet point under the definition of Servicing Transfer Event, then the special servicer will have no duty to obtain such an Appraisal or calculate a Fair Value for such underlying mortgage loan unless and until a Servicing Transfer Event has occurred under the first bullet point under the definition of Servicing Transfer Event with respect to such an underlying mortgage loan. Further, no Purchase Option will exist with respect to such underlying mortgage loan unless and until a Servicing Transfer Event has occurred under the first bullet point under the definition of Servicing Transfer Event with respect to such underlying mortgage loan.

If the Junior Loan Holder Purchaser, the DCH Purchaser or the Freddie Mac Purchaser that proposes to purchase a Defaulted Loan or Defaulted First Lien Loan, as applicable, is an affiliate of the special servicer, the trustee will be required, upon receipt of notice of the exercise of its Purchase Option by such option holder, to determine whether the special servicer's determination of Fair Value for such Defaulted Loan constitutes a fair price in its reasonable judgment. The trustee will be required to give prompt written notice to the special servicer (and any affiliate of the special servicer), the certificate administrator, the master servicer and each option holder if the trustee makes a determination that such offer does not constitute a fair price for any Defaulted Loan and what the fair price amount is (which may be a higher or lower Fair Value). In making such determination, 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 First Lien Loan, as applicable. The trustee, in making a Fair Value determination in accordance with the third preceding sentence, 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 in connection with each such Fair Value determination. 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, or if not so paid by the master servicer, will be reimbursed by the issuing entity as Additional Issuing Entity Expenses.

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 Price") equal to—

- if the special servicer has not yet determined the Fair Value of that Defaulted Loan or the purchaser is the Junior Loan Holder Purchaser, the Purchase Price; or
- if the special servicer has made such Fair Value determination and the purchaser is the DCH Purchaser or the Freddie Mac Purchaser, the Defaulted Loan Fair Value Purchase Price.

However, any party exercising its Purchase Option will only be able to purchase an Affiliated Borrower Loan from the issuing entity at a cash price equal to the Purchase Price.

Unless and until a 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, in a manner consistent with the Servicing Standard, but it will not be permitted to sell the Defaulted Loan, other than to an option holder pursuant to the exercise of the Purchase Option until the final Expiration Date. After the final Expiration Date, the special

servicer may sell such Defaulted Loan in accordance with the Servicing Standard and subject to directing certificateholder consent as set forth below under “—Asset Status Report.”

*Foreclosure and Similar Proceedings.* Pursuant to the Pooling and Servicing Agreement, 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. 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, is reasonably likely to increase the net proceeds of the liquidation of such mortgaged real property, than not taking such actions.

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 loan paid to the final maturity date, lower significantly the related interest rate and/or reduce the outstanding principal balance of the 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. 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 determines that the offers being made with respect to such REO Property are not in the best interests of the certificateholders, in each case, taken 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 offer is from a person other than the special servicer or an affiliate of the special servicer, and by the trustee, if the highest offer is from 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, will be required to retain an independent contractor to operate and manage any REO Property 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 highest marginal corporate tax rate, which is currently 35%.

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 offering 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.

*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 Compensation and Payment 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 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 monthly debt service 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 and trustee fees and certificate administrator fees due and payable with respect to that underlying mortgage loan,

then the issuing entity 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 and/or the special servicer 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 or trustee 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 in its reasonable judgment in accordance with the Servicing Standard that such restoration will increase the proceeds to the certificateholders (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 Approved Directing Certificateholder; 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 Certificateholder.* The “directing certificateholder” will be the Controlling Class Majority Holder (or its designee), each as further described below; *provided*, that if the Class A Certificates are the Controlling Class, Freddie Mac, as the holder of the Class A Certificates, will act as the directing certificateholder (and be deemed an Approved Directing Certificateholder).

A directing certificateholder who is not an Approved Directing Certificateholder will have the Controlling Class Majority Holder Rights discussed below but not any other rights of the Approved Directing Certificateholder and will not be entitled to any fees otherwise payable to the Approved Directing Certificateholder under the Pooling and Servicing Agreement.

The “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 Controlling Class (as defined below) or (ii) if no single holder owns the majority of the percentage interests in the Controlling Class, the designee appointed by the holders of a majority of the percentage interests in the 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 and the special servicer along with contact information.

“Controlling Class” means, as of the Closing Date, the class B certificates, until the outstanding principal balance of such class is less than 3.0% of the aggregate of the outstanding principal balances of the Principal Balance Certificates, and thereafter the Class A Certificates. However, if the class B certificates are the only class with an outstanding principal balance, the class B certificates will be the Controlling Class.

Any directing certificateholder that is not an Approved Directing Certificateholder will have only the following limited rights, in each case to the extent described in this offering circular (the “Controlling Class Majority Holder Rights”):

- to remove and replace the special servicer;
- to exercise the directing certificateholder’s option to purchase any Defaulted Loans from the issuing entity; and
- 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 the directing certificateholder rights (including, the Controlling Class Majority Holder Rights) and will also be entitled to receive fees payable to the Approved Directing Certificateholder under the Pooling and Servicing Agreement.

The “Approved Directing Certificateholder” will be the Initial Directing Certificateholder (or any of its affiliates) for so long as either (i) the Initial Directing Certificateholder (or any of its affiliates, or funds or accounts for which any of its affiliates acts as investment manager or advisor) or (ii) the holder or holders that designated such Initial Directing Certificateholder as the directing certificateholder on the Closing Date is the holder or are the holders, as applicable, of the majority of the percentage interests in the Controlling Class, and thereafter, either (a) a directing certificateholder 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 offering circular or (2) satisfies the Approved Directing Certificateholder Criteria and delivers evidence of such approval or pre-approval as described in this offering circular, or (b) if the Class A Certificates are the Controlling Class, Freddie Mac or its designee.

“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 Approved Directing Certificateholder, the directing certificateholder must be an Approved Directing Certificateholder. To initiate the process of becoming or designating an Approved Directing Certificateholder, the Controlling Class Majority Holder will be required to provide notice to Freddie Mac, the master servicer, the 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 written notice to Freddie Mac, the master servicer, the 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 Controlling Class Majority Holder, indicating thereon 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 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 Controlling Class Majority Holder will be required to resubmit the Directing Certificateholder Notice (including, solely with respect to the notice to Freddie Mac, the additional information) to Freddie Mac, the master servicer, the special servicer, the trustee and the certificate administrator to reinstate 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 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 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 directing certificateholder as an Approved Directing Certificateholder or (ii) fails to respond to the Controlling Class Majority Holder within the Directing Certificateholder Approval Period, the Controlling Class Majority Holder will be required to provide written notice to the master servicer, the 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) and such directing certificateholder will be deemed to be an Approved Directing Certificateholder. Upon receipt of such notice, the master servicer, the 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 Controlling Class Majority Holder fails to provide the notice required by the second preceding sentence, the 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 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.

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, the Controlling Class Majority Holder will be required to provide written notice to the master servicer, the special servicer, the certificate administrator and the trustee and each such party will be conclusively entitled to rely on such Directing Certificateholder Notice and treat such directing certificateholder as retaining only the Controlling Class Majority Holder Rights. The rights of an Approved Directing Certificateholder will not be exercisable by any directing certificateholder that is not an Approved Directing Certificateholder (including any Affiliated Borrower Loan Directing Certificateholder), and any provision of the Pooling and Servicing Agreement requiring the Approved Directing Certificateholder’s consent or approval will not require consent or approval by any directing certificateholder that is not an Approved Directing Certificateholder. If there is no Approved Directing Certificateholder, the portion of any Transfer Fees payable to the Approved Directing Certificateholder will instead be payable to the master servicer.

The 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 approval process provisions set forth above in this section “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder”.

Notwithstanding the foregoing, (i) for each Controlling Class Majority Holder, there can be no more than three 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) six 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 Controlling Class Majority Holder dated and delivered the original Directing Certificateholder Notice to Freddie Mac.

For the purpose of determining whether the 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 directing certificateholder (and any affiliate thereof), any of its managing members or general partners and any party directing or controlling the directing certificateholder (or any such affiliate thereof), including, for example, in connection with any re-securitization of the Controlling Class.

By its acceptance of a certificate, each certificateholder confirms its understanding that (i) the 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 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, (iii) the 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 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 the Directing Certificateholder or Freddie Mac May Be in Conflict with the Interests of the Offered Certificateholders” in this offering circular.

As and to the extent described under “—Asset Status Report” below, during the Directing Certificateholder Approval Period or if Freddie Mac has approved a directing certificateholder as an Approved Directing Certificateholder, the 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. A directing certificateholder who 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 herein.

In addition, upon the occurrence and during the continuance of any Affiliated Borrower Loan Event with respect to any Affiliated Borrower Loan, the 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 a purchase option to purchase a Defaulted Loan 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, the special servicer, as the Affiliated Borrower Loan Directing Certificateholder, 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.

At any time when the class B certificates are the Controlling Class, the Controlling Class Majority Holder may waive its right (i) to act as the Controlling Class Majority Holder or appoint a directing certificateholder and (ii) to exercise or cause the exercise of any Controlling Class Majority Holder Rights set forth in the Pooling and Servicing Agreement, by written notice delivered to the depositor, the certificate administrator, the trustee, the master servicer, the special servicer and Freddie Mac. Any such waiver will remain effective with respect to such Controlling Class Majority Holder and such class until such time as the holder or holders of a majority interest in the class B certificates have (i) sold a majority interest in the class B certificates to an unaffiliated third party and (ii) certified to the depositor, the certificate administrator, the trustee, the master servicer, the special servicer and Freddie Mac that (a) the transferor retains no direct or indirect voting rights with respect to the class B certificates that it does not own, (b) there is no voting agreement between the transferee and the transferor and (c) the transferor retains no direct or indirect economic interest in the class B certificates that it does not own. Following any such transfer, the successor holder or holders of a majority interest in the class B certificates, if class B certificates are the Controlling Class, will again have the rights (i) to act as the Controlling Class Majority Holder or appoint a directing certificateholder and (ii) to exercise or cause the exercise of any Controlling Class Majority Holder Rights set forth in the Pooling and Servicing Agreement without regard to any prior waiver by the predecessor certificateholder. Such successor certificateholder(s) will also have the right to waive its right (i) to act as the Controlling Class Majority Holder or appoint a directing certificateholder and (ii) to exercise or cause the exercise of any Controlling Class Majority Holder Rights set forth in the Pooling and Servicing Agreement. No such successor certificateholder described above in this paragraph will have any consent rights with respect to any underlying mortgage loan that became a Specially Serviced Mortgage Loan prior to its acquisition of a majority of the class B certificates that had not also become a Corrected Mortgage Loan prior to such acquisition until such underlying mortgage loan becomes a Corrected Mortgage Loan.

*Asset Status Report.* The special servicer is required to prepare and deliver a report to the master servicer, the 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 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 an Approved Directing Certificateholder 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 of the appraised value, 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;
- 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 Approved Directing Certificateholder 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. If the Approved Directing Certificateholder 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 (a) the Approved Directing Certificateholder fails to disapprove the revised Asset Status Report within ten business days of receipt, (b) the special servicer determines that an extraordinary event has occurred with respect to the mortgaged real property as described below or (c) 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 directing certificateholder, Freddie Mac, the master servicer, the certificate administrator and the trustee. However, the special servicer (i) 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 without the consent of the Approved Directing Certificateholder (if any) 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 efforts consistent with the Servicing Standard to contact the Approved Directing Certificateholder, without success, and (ii) in any case, must determine whether any affirmative disapproval by the Approved Directing Certificateholder described in this paragraph is not in the best interest of all of the certificateholders pursuant to the Servicing Standard. The special servicer will be required to notify the directing certificateholder upon taking 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. Any directing certificateholder will be entitled to be sent a copy of any such revised Asset Status Report, though only an Approved Directing Certificateholder will have consent or approval rights in respect of such report.

In addition to the foregoing, each of the special servicer and the master servicer, as applicable, are required to, subject to the Servicing Standard and the terms of the Pooling and Servicing Agreement, obtain the consent of the Approved Directing Certificateholder (if any) and respond to any reasonable request for information from Freddie Mac prior to the taking by the special servicer or the master servicer of the following actions—

- instituting any 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 an underlying mortgage loan (other than any non-material easement, right of way or similar agreement);
- any acceptance of a discounted payoff with respect to a Specially Serviced Mortgage Loan;
- instituting any sale of an REO Property out of the issuing entity for less than the Purchase Price for, the related underlying mortgage loan or instituting any sale of a Defaulted Loan out of the issuing entity other than in connection with the exercise of a Purchase Option or, with respect to an REO Property or a Defaulted Loan, in connection with a termination of the issuing entity as described under “—Termination” 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 an underlying mortgage loan, other than in accordance with the specific terms of, or upon satisfaction of, that underlying mortgage loan; *provided, however* that the consent of the 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 an underlying mortgage loan, other than in accordance with the specific terms of that underlying mortgage loan;
- any approval of releases of earn-out reserves or related letters of credit with respect to a mortgaged real property securing an underlying mortgage loan other than in accordance with the specific terms of that underlying mortgage loan;
- the release of any reserves in excess of the threshold set forth in the Pooling and Servicing Agreement other than in accordance with the specific terms of that underlying mortgage loan;
- the consent to any subordinate financing pursuant to Pooling and Servicing Agreement;
- solely with respect to a Specially Serviced Mortgage Loan, the consent to a determination by the special servicer that a Servicing Advance to effect a restoration should be made by the master servicer; and
- solely with respect to a Specially Serviced Mortgage Loan, the consent to a request initiated by the related borrower to replace a property manager.

However, no direction of the Approved Directing Certificateholder, and no failure to consent to any action requiring the consent of the Approved Directing Certificateholder 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 Specially Serviced 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” 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 (x) follow any such direction of the Approved Directing Certificateholder, (y) initiate any such actions having any of the effects set out above, or (z) 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 special servicer, as applicable, will be required to notify the Approved Directing Certificateholder if it does not follow any such direction of the Approved Directing Certificateholder.

Upon the occurrence of an Affiliated Borrower Loan Event, the directing certificateholder will be required to provide written notice of 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 directing certificateholder will be required to provide written notice to the trustee, the certificate administrator, the master servicer, the special servicer and the Guarantor of the termination of any Affiliated Borrower Loan Event within two business days after the termination of such Affiliated Borrower Loan Event. Prior to its receipt of any notice from the directing certificateholder of the occurrence of an Affiliated Borrower Loan Event (or, following its receipt, 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. Notwithstanding anything to the contrary in the Pooling and Servicing Agreement, upon the occurrence and during the continuance of an Affiliated Borrower Loan Event, the 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, and the Affiliated Borrower Loan Directing Certificateholder upon receipt of written notice from the 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 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 certificateholders 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 and (ii) will be entitled to any fees that would otherwise be payable to the Approved Directing Certificateholder under “Description of the Certificates—Fees and Expenses” in this offering circular but for the occurrence of the Affiliated Borrower Loan Event. Upon receipt of written notice from the 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 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 such Approved 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 directing certificateholder any asset status report, inspection report or appraisal 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 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 master servicer, at its own expense (or, with respect to each Specially Serviced Mortgage Loan and REO Property, the special servicer, at the expense of the issuing entity) will be required to physically inspect or cause a physical inspection of each mortgaged real property (i) initially, annually within the calendar quarter of the anniversary of the origination date of the related underlying mortgage loan and, thereafter, at least once every 24 months or (ii) if the related underlying mortgage loan becomes a Specially Serviced Mortgage Loan, as soon as practicable and thereafter at least once every 12 months for so long as such underlying mortgage loan remains a Specially Serviced Mortgage Loan. 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).

All mortgages 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 certificateholder 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 offering 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 offering circular.

## Evidence as to Compliance

No later than the date specified below of each year, commencing in 2018, each of the master servicer and the 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 or the special servicer, as the case may be, to the effect that, among other things, (i) a review of the activities of the master servicer or the 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, 2017 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 or 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 or the 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 or the 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 with respect to the master servicer only, 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 the master servicer access to such sub-servicer reviews described in this proviso by March 1 of each year beginning with March 1, 2018), and
- as to each annual statement of compliance delivered by the master servicer or the special servicer, as the case may be, as described in the preceding bullet, 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 (a) Item 1122 of Regulation AB under the Securities Act of 1933, as amended, or (b) the Uniform Single Attestation Program for Mortgage Bankers. For purposes of determining compliance with the minimum standards identified in clauses (a) or (b) 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.

To the extent that 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 or the special servicer under the Pooling and Servicing Agreement:

1. any failure by the master servicer to make (a) 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 (b) 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 special servicer 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 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 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 or the special servicer, as the case may be, by any other party to the Pooling and Servicing Agreement, or to the master servicer or the special servicer, as applicable, the depositor and the trustee (with a copy to the certificate administrator) by the holders of not less than 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 or the 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 or the 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 or the special servicer, as the case may be, by any other party to the Pooling and Servicing Agreement, or to the master servicer or the special servicer, as applicable, the depositor and the trustee (with a copy to the certificate administrator) by the holders of not less than 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 or the 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 or the special servicer, as applicable, and certain actions by or on behalf of the master servicer or the 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 Federal Housing Finance Agency as Freddie Mac's conservator will not constitute an event of default with respect to Freddie Mac;
6. consent by the master servicer or the 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 or such special servicer or relating to all or substantially all of its property, *provided* that the current appointment of the Federal Housing Finance Agency as Freddie Mac's conservator will not constitute an event of default with respect to Freddie Mac;
7. admission by the master servicer or the 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, or the voluntary suspension of payment of its obligations or take any corporate action in furtherance of the foregoing; and
8. 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 Approved 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.

### **Rights Upon Event of Default**

If an event of default described under “—Events of Default” above occurs with respect to the master servicer or the special servicer and remains unremedied, the trustee will be authorized, and at the direction of the directing certificateholder (but with respect to the master servicer, only if such directing certificateholder is an Approved Directing Certificateholder, *provided* that a directing certificateholder that is not an Approved Directing Certificateholder may inform the trustee of any event of default referred to in clause 8 under “—Events of Default” above) 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, 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; or
- appoint an established mortgage loan servicing institution to act as successor to the defaulting party under the Pooling and Servicing Agreement that meets the Successor Servicer Requirements;

subject, in both cases, to (a) the right of the directing certificateholder to appoint a successor special servicer as described under “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” above and (b) the right of certificateholders entitled to at least 66<sup>2</sup>/<sub>3</sub>% 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 or 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 will be required to), promptly appoint, or petition a court of competent jurisdiction to appoint as successor to the master servicer or the special servicer, as applicable, an established mortgage loan servicing institution, which satisfies the Successor Servicer Requirements.

In general, certificateholders entitled to at least 66<sup>2</sup>/<sub>3</sub>% 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 \$50,000,000; 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.

We, the master servicer, the special servicer, Freddie Mac and our 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 the fees described under “Description of the Certificates—Fees and Expenses” in this offering circular.

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 (a) be a depository institution supervised and regulated by a federal or state banking authority, (b) have combined capital and surplus of at least \$10,000,000, (c) be qualified to do business in the jurisdiction in which it holds any mortgage file, (d) not be the depositor, the mortgage loan seller or any affiliate of the depositor or the mortgage loan seller, and (e) have in place Fidelity Insurance and E&O Insurance, each in such form and amount as is customarily required of custodians acting on behalf of Freddie Mac or Fannie Mac. 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), the servicing consultant and the special servicer (including in its capacity as the 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, the special servicer or the servicing consultant 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) 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 or the 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 or the 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. 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 or the special servicer, as applicable, to reimbursement for ordinary costs or expenses incurred by the servicing consultant, the master servicer or the 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 or the 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) 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).

However, subject to the last two sentences of this paragraph, in any calendar year, indemnification to us, the trustee, the certificate administrator, the custodian, the master servicer (for itself or certain indemnified sub-servicers, as applicable), the special servicer and their respective general or limited partners, members, managers, shareholders, affiliates, directors, officers, employees, agents and controlling persons 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 Third Party Master Servicer/Sub-Servicer Aggregate Annual Cap or the Special Servicer Aggregate Annual Cap, 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 subsequent year or years (subject to the relevant Aggregate Annual Cap in each 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 Certificateholder (if any) will together have the right, in their sole and absolute discretion, to waive (as evidenced by a waiver signed by both Freddie Mac and the Approved Directing Certificateholder) the Depositor Aggregate Annual Cap, the Third Party Master Servicer/Sub-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 upon the written request (which request, in the case of certain indemnified sub-servicers, is required to be accompanied by notice to any Third Party Master Servicer) of the depositor, the trustee, the certificate administrator, the Third Party Master Servicer, certain indemnified sub-servicers or the special servicer, as applicable. At any time that Freddie Mac is acting as master servicer, there will be no aggregate annual cap for the master servicer.

## Termination

The obligations created by the Pooling and Servicing Agreement will terminate following the earliest of—

- (a) the final payment or advance on, or other liquidation of, the last underlying mortgage loan or related REO Property remaining in the issuing entity;
- (b) the purchase of all of the underlying mortgage loans and REO Properties remaining in the issuing entity by (1) the Controlling Class Majority Holder, but excluding Freddie Mac if Freddie Mac is the Controlling Class Majority Holder, (2) the special servicer or (3) any Third Party Master Servicer, in that order; and
- (c) with the satisfaction of the conditions set forth in the proviso to the definition of “Sole Certificateholder” in this offering 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 each REO Property remaining in the issuing entity.

Written notice of termination of the Pooling and Servicing Agreement will be given to each certificateholder and Freddie Mac. The final distribution with respect to each 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 termination.

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 remaining in the issuing entity on any Distribution Date on which the total Stated Principal Balance of the mortgage pool is less than 5.0% of the initial mortgage pool 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 special servicer; and



- any Third Party Master Servicer.

Any purchase by the Controlling Class Majority Holder, excluding Freddie Mac, the special servicer or any Third Party Master Servicer of all the underlying mortgage loans and REO Properties 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 then included in the issuing entity, exclusive of REO Loans;
  2. the appraised value of all REO Properties then included in the issuing entity, as determined by an appraiser mutually agreed upon by the master servicer and the special servicer;
  3. without duplication, any unreimbursed Additional Issuing Entity Expenses; and
  4. any Unreimbursed Indemnification Expenses; minus
- solely in the case of a purchase by the special servicer or any Third Party Master 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 then outstanding certificates. However, the right of the Controlling Class Majority Holder, but excluding Freddie Mac, the special servicer or any Third Party Master Servicer to make the purchase is subject to the requirement that the total Stated Principal Balance of the mortgage pool be less than 5.0% of the initial mortgage pool balance. The termination price, exclusive of any portion of the termination price payable or reimbursable to any person other than the certificateholders, will constitute part of the Available Distribution Amount for the 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 proviso to the definition of “Sole Certificateholder” in this offering circular, the Sole Certificateholder elects to exchange all of its certificates (other than the class R certificates) for all of the underlying mortgage loans and each REO Property remaining in the issuing entity, the Sole Certificateholder will be required to 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 issuing entity, 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 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 and execute all assignments, endorsements and other instruments furnished to it by the Sole Certificateholder necessary to effectuate transfer of the underlying mortgage loans and REO Properties remaining in the issuing entity to the Sole Certificateholder, and the issuing entity will be liquidated. In connection with any such exchange and liquidation of the issuing entity, the holders of the class R certificates will be required to surrender their class R certificates.

#### **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 item (7) below with respect to the consent of the 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 offering 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 and the special servicer, to relax or eliminate (a) any requirement under the Pooling and Servicing Agreement imposed by the REMIC or grantor trust provisions of the Code or (b) 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 and the 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 Approved Directing Certificateholder (if any), to allow the mortgage loan seller and its affiliates to obtain accounting "sale" treatment for the underlying mortgage loans 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 allocated to all of the classes that are materially affected by the amendment, to (a) add to, change or eliminate any of the provisions of the Pooling and Servicing Agreement or (b) 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 66<sup>2</sup>/<sub>3</sub>% 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 created under the terms of 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 regulations (the “Treasury Regulations”) promulgated by Treasury. 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 “Lower-Tier REMIC”, the “Middle-Tier REMIC” and the “Upper-Tier REMIC”, and collectively, the “Trust REMICs”). The Lower-Tier REMIC will hold the underlying mortgage loans, the proceeds of the related underlying mortgage loans, the related portion of the collection account, the related portion of the distribution account and other related accounts, and the portion of any property that secured a related underlying mortgage loan that was acquired by foreclosure or deed-in-lieu of foreclosure, and will issue (i) certain uncertificated classes of “regular interests” (the “Lower-Tier REMIC Regular Interests”) as classes of “regular interests” in the Lower-Tier REMIC and (ii) the sole class of “residual interests” in the Lower-Tier REMIC, represented by the class R certificates. The Middle-Tier REMIC will hold the Lower-Tier REMIC Regular Interests and the related portion of the distribution account and will issue (i) certain uncertificated classes of “regular interests” (the “Middle-Tier REMIC Regular Interests”) as classes of “regular interests” in the Middle-Tier REMIC and (ii) the sole class of “residual interests” in the Middle-Tier REMIC, represented by the class R certificates. The Upper-Tier REMIC will hold the Middle-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-5F, A-5H, A-7F, A-7H, A-10F, A-10H, B and X1 certificates (the “Upper-Tier REMIC Regular Interests”) as classes of “regular interests” in the Upper-Tier REMIC and (ii) 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 the Upper-Tier REMIC Regular Interests, the right of the class B certificates to receive, and the obligation of the class X1 certificates to pay, Additional Interest Distribution Amounts (the “Basis Risk Contract”) and 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-5F, A-5H, A-7F, A-7H, A-10F, A-10H, B and X1 certificates will represent undivided beneficial interests in their respective portions of the Grantor Trust. References in this offering circular to “REMIC” refer to either the Lower-Tier REMIC, the Middle-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 offering circular. As used in this offering circular, the term “Regular Certificates” refers to the class A-5F, A-5H, A-7F, A-7H, A-10F, A-10H, B and X1 certificates, to the extent such classes represent beneficial interests in the related classes of Upper-Tier REMIC Regular Interests, and without regard to any right to receive, or obligation to pay, as applicable, any 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 (“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 Middle-Tier REMIC and the Middle-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) 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 to the foregoing 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, unanticipated 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 Middle-Tier REMIC Regular Interests will constitute classes of regular interests in the Middle-Tier REMIC; the Lower-Tier REMIC Regular Interests will constitute classes of regular interests in the Lower-Tier REMIC; and the class R certificates will represent the sole class of residual interests in the Lower-Tier REMIC, the Middle-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 the foregoing 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 the foregoing 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).

The foregoing treatments will not apply to the extent of the portion of the basis of the holder of a class B certificate that is allocable to the Basis Risk Contract. In addition, because the class B certificates and the class X1 certificates also represent the right to receive and the obligation to make, respectively, payments under the 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 Holder of a class B certificate must allocate its basis between its related Upper-Tier REMIC Regular Interest and its right to receive payments under the Basis Risk Contract (to the extent such rights have value). See “—Taxation of the Basis Risk Contract” 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.

*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 offering 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 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 Regular Certificates also includes the amount paid by an initial Certificateholder of such class for accrued interest that related to a period prior to the Closing Date. The issue price of the class X1 certificates will be the price thereof, plus the amount, if any, deemed received for providing the 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. Specific rules apply to debt instruments with multiple variable rates (including debt instruments that bear one or more fixed rates and one or more variable rates), as described below. Because the Upper-Tier REMIC Regular Interests represented by the class A-5H, A-7H and A-10H certificates bear interest at rates that change for different periods, some of the interest paid on such Upper-Tier REMIC Regular Interests may not be qualified stated interest. Because the interest rate on the Upper-Tier REMIC Regular Interests represented by the class A-5F, A-7F, A-10F and B certificates is expected to be based on a single objective rate (the related pass-through rate or, in the case of the class B certificates, the Class B Capped Rate), interest paid on such Upper-Tier REMIC Regular Interest is expected to be qualified stated interest. In addition, 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, and as limited by the rules applicable to variable rate debt instruments described below, that the certificate administrator will treat all payments of stated interest on the Regular Certificates (other than the class X1 certificates) as qualified stated interest. It is possible that the IRS might take a different position with respect to these determinations and conclude that some different amount or all of the interest payable on the Class A Certificates and the class B certificates does not constitute qualified stated interest. Investors should consult their own tax advisors regarding the proper characterization of payments of interest on the Class A Certificates and the class B certificates. Based on the foregoing, it is anticipated that the Upper-Tier REMIC Regular Interests represented by the Class A Certificates will not be issued with OID.

Although unclear under the OID Regulations, the certificate administrator will report income on the basis that the Upper-Tier REMIC Regular Interests represented by the class A-5H, A-7H and A-10H certificates are “variable rate debt instruments”. More specifically, in the case of the Upper-Tier REMIC Regular Interest represented by the class A-5H, A-7H and A-10H certificates, the interest rate will be, prior to a specific date, a fixed rate and thereafter, a qualified floating rate (i.e., LIBOR plus the specified margin). Accordingly, interest and OID accruals on the Upper-Tier REMIC Regular Interest represented by each class of class A-5H, A-7H and A-10H certificates will generally be determined as follows:

*First*, the issuing entity will determine a “floating rate substitute” for the fixed rate applicable to the Upper-Tier REMIC Regular Interest represented by the class A-5H, A-7H and A-10H certificates. The “floating rate substitute” is the floating rate that would apply such that the fair market value of the Upper-Tier REMIC Regular Interest represented by each such class as of the Closing Date would be approximately the same as the fair market value of an otherwise identical debt instrument that provides for the “floating rate substitute” rather than the fixed rate. The “floating rate substitute” is then treated as a qualified floating rate for purposes of the next step.

*Second*, the issuing entity will determine a “fixed rate substitute” for each qualified floating rate (including the “floating rate substitute” determined in the previous step). The “fixed rate substitute” for each qualified floating rate is generally a fixed rate equal to the value of LIBOR as of the Closing Date plus the specified margin, if any, with respect to the Upper-Tier REMIC Regular Interest.

*Third*, the issuing entity will construct the “equivalent fixed rate debt instrument” using the “fixed rate substitutes” described above. An “equivalent fixed rate debt instrument” is a debt instrument that provides for the “fixed rate substitutes” in lieu of the qualified floating rates (including the “floating rate substitute” determined in the first step) on the Upper-Tier REMIC Regular Interest represented by the class A-5H, A-7H and A-10H certificates and otherwise has the same terms as such Upper-Tier REMIC Regular Interest.

*Fourth*, the issuing entity will determine the amount of qualified stated interest and OID with respect to the “equivalent fixed rate debt instrument,” as described above.

*Fifth*, the issuing entity will adjust for actual variable rates during the applicable accrual period. In other words, the amount of qualified stated interest and OID, as applicable, for each accrual period shall be increased or decreased, respectively, if the interest actually accrued or paid during the accrual period exceeds or is less than, respectively, the interest assumed to be accrued or paid on the “equivalent fixed rate debt instrument” during the applicable accrual period.

It is anticipated that the certificate administrator will treat the Upper-Tier REMIC Regular Interest represented by the class X1 certificates as having no qualified stated interest. Accordingly, the Upper-Tier REMIC Regular Interest represented by the class X1 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 Additional Interest Distribution Amounts) over its issue price (including accrued interest). Any “negative” amounts of OID on such class attributable to rapid prepayments with respect to the underlying mortgage loans will not be deductible currently. A Holder of the class X1 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 X1 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 prepayment of the underlying mortgage loans, *i.e.*, a 5% CPR prepayment speed until the earlier of each underlying mortgage loan’s maturity date or initial loan reset date, at which time the underlying mortgage loan is assumed to pay off in full, and that there are 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) in the case of each class of the Class A Certificates, the “fixed rate substitutes” on the related “equivalent fixed rate debt instrument” and, in the case of the class B and X1 certificates, the assumption that interest will be payable for the life of such class based on the initial pass-through rate (or, if different, the pass-through rate used for pricing) 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 Certificate as a result of prepayments on the underlying mortgage loans. Due to the unique nature of interest-only REMIC regular interests, the preceding sentence may not apply in the case of the class X1 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 the foregoing 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 the foregoing 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 Interests represented by the Class A Certificates will be issued at a premium. Because the stated redemption price at maturity of the class X1 certificates will include all anticipated distributions of interest on such class, it is unlikely that such class 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 X1 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 a 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 X1 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 certificate, allocated based on the relative fair market values of the related Upper-Tier REMIC Regular Interest and the Basis Risk Contract, and (ii) the class X1 certificates, inclusive of the unamortized value of the right to receive premiums for the Basis Risk Contract). 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 or market discount 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 the Basis Risk Contract**

The Pooling and Servicing Agreement will provide that (i) each Holder of a class B 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 Basis Risk Contract and (ii) each Holder of a class X1 certificate will also be deemed to have entered into the obligation to make payments under the Basis Risk Contract. Each Holder of a class B and X1 certificate will have agreed to the foregoing characterization and to treat the Basis Risk Contract as a notional principal contract under applicable Treasury Regulations, beneficially owned by the Holders of the class B certificates through the Grantor Trust.

The Holders of the class B certificates must allocate the price they pay for their Certificates between their interests in the related Upper-Tier REMIC Regular Interest and the Basis Risk Contract based on their relative fair market values. The portion, if any, allocated to the Basis Risk Contract will be treated as a cap premium ("Cap Premium") paid by the Holders of the class B certificates. Such Cap Premium will reduce the purchase price allocable to the related Regular Certificate. In the case of the class X1 certificates, any Cap Premium deemed received with respect to the obligation to make payments under the Basis Risk Contract will be treated as Cap Premium received and will increase the purchase price of the Upper-Tier REMIC Regular Interest owned by the holder of the class X1 certificates. The initial amounts of such Cap Premium will be furnished by the depositor to the trustee for federal income tax reporting purposes, but such amounts may differ for purchasers after the initial issuance of the class B certificates. A Holder of a class B certificate or a class X1 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 X1 certificates, received) over the life of the 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 or X1 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 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 or X1 certificates occurring 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 Contract. 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 Contract (or made, in the case of the class X1 certificates) must be netted against payments deemed made to the related counterparty (or deemed received,

in the case of the class X1 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. 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 certificates.

Any amount of proceeds from the sale, redemption or retirement of a class B certificate that is considered to be allocated to the Holder's rights under the Basis Risk Contract would be considered a "termination payment" allocable to that Certificate under Treasury Regulations. A Holder of a class B 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 certificate or (iii) plus the unamortized portion of any Cap Premium received (or deemed received) by the Holder of a class X1 certificate upon entering into or acquiring its interest in the notional principal contract. Gain or loss realized upon the termination of the 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 certificates, representing a beneficial ownership in the related Upper-Tier REMIC Regular Interest and the 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 Basis Risk Contract would be short term. If the Holder of a class B 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 Basis Risk Contract.

### **Taxation of Prepayment Premiums**

A portion of certain Prepayment Premiums actually collected on the underlying mortgage loans will be paid to the class X1 certificates as and to the extent described in this offering circular. It is not entirely clear under the Code when the amount of Prepayment Premiums should be taxed to the holder entitled to that amount. For federal income tax reporting purposes, the certificate administrator will report the applicable Prepayment Premiums as income to the holders of the class X1 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 Prepayment Premiums be included in payments projected to be made on the class X1 certificates and that the taxable income be reported based on a projected constant yield to maturity. Therefore, the projected Prepayment Premiums would be included prior to their actual receipt by holders of the class X1 certificates. If the projected Prepayment Premiums were not actually received, presumably the holder of a class X1 certificate would be allowed to claim a deduction or reduction in gross income at the time the unpaid Prepayment Premiums had been projected to be received. Moreover, it appears that Prepayment Premiums 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 the class X1 certificates consult their own tax advisors concerning the treatment of Prepayment Premiums.

### **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 (i) and (iv), 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 any of the Trust REMICs will engage in any prohibited transactions.

*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.* The Lower-Tier REMIC will be subject to federal income tax at the highest 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 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 the 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 highest corporate rate. Payment of such tax by the 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 Lower-Tier REMIC to such tax would be expected to result in higher after-tax proceeds than an alternative method of operating such property that would not subject the Lower-Tier REMIC to such tax.

The Bipartisan Budget Act of 2015 (the “2015 Budget Act”) was enacted on November 2, 2015. The 2015 Budget Act 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. These new audit rules are scheduled to become effective for taxable years beginning with 2018 and will apply to both new and existing REMICs.

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 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 is a non-U.S. Person. 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 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; 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. 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.

If such statement, or any other required statement, is not provided, 30% withholding will apply unless interest on the Regular 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.

## **Backup Withholding**

Distributions made on the Regular Certificates, and proceeds from the sale of the Regular Certificates to or through certain brokers may be subject to a “backup” withholding tax under Code Section 3406 at the current rate of 28% 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 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 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 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.

#### **ERISA CONSIDERATIONS**

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

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

The offered certificates should qualify as “guaranteed governmental mortgage pool certificates.”

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

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

In addition, with respect to any purchaser, transferee or holder of offered certificates or any interest therein that is a benefit plan investor as defined in 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (a “Benefit Plan Investor”), a fiduciary purchasing the offered certificates on behalf of the Benefit Plan Investor (a “Plan Fiduciary”), should consider the impact of the new regulations promulgated at 29 C.F.R. Section 2510.3-21 (the “Fiduciary Rule”). In connection with the Fiduciary Rule, the Plan Fiduciary of each Benefit Plan Investor will be deemed to have represented by the acquisition of the offered certificates that:

(1) none of Freddie Mac, the depositor, the master servicer, the special servicer, the trustee, offered certificate administrator and custodian or any of their respective affiliates (the “Transaction Parties”), has provided or will provide impartial advice with respect to the acquisition of the offered certificates by the Benefit Plan Investor;

(2) the Plan Fiduciary either:

(a) is a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the “Advisers Act”), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; or

(b) is an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan Investor; or

(c) is an investment adviser registered under the Advisers Act, or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; or

(d) is a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or

(e) has, and at all times that the Benefit Plan Investor is invested in the offered certificates will have, total assets of at least U.S. \$50,000,000 under its management or control (provided that this clause (e) shall not be satisfied if the Plan Fiduciary is either (i) the owner or a relative of the owner of an investing individual retirement account or (ii) a participant or beneficiary of the Benefit Plan Investor investing in or holding the offered certificates in such capacity);

(3) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to particular transactions and investment strategies, including the acquisition by the Benefit Plan Investor of the offered certificates;

(4) the Plan Fiduciary is a “fiduciary” within the meaning of Section 3(21) of ERISA and Section 4975 of the Code and an “independent fiduciary” within the meaning of the Fiduciary Rule with respect to the Benefit Plan Investor, and is responsible for exercising independent judgment in evaluating the Benefit Plan Investor’s acquisition of the offered certificates;

(5) neither the Benefit Plan Investor nor the Plan Fiduciary is paying or has paid any fee or other compensation to any of the Transaction Parties for investment advice (as opposed to other services) in connection with the Benefit Plan Investor’s acquisition or holding of the offered certificates;

(6) none of the Transaction Parties has exercised any authority to cause the Benefit Plan Investor to invest in the offered certificates or to negotiate the terms of the Benefit Plan Investor’s investment in the offered certificates; and

(7) the Plan Fiduciary acknowledges and agrees that it has been informed by the Transaction Parties:

(a) that none of the Transaction Parties is undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Benefit Plan Investor’s acquisition of the offered certificates; and

(b) of the existence and nature of the Transaction Parties financial interests in the Benefit Plan Investor’s acquisition of the offered certificates.

These representations are intended to comply with the 29 C.F.R. Sections 2510.3-21(a) and (c)(1). If these sections of the Fiduciary Rule are revoked, repealed or no longer effective, these representations shall be deemed to be no longer in effect.

## LEGAL INVESTMENT

No class of certificates will constitute “mortgage related securities” for purposes of SMMEA. The appropriate characterization of the certificates under various legal investment restrictions, and thus the ability of investors subject to these

restrictions to purchase the certificates, are subject to significant interpretive uncertainties. No representations are made as to the proper characterization of the certificates for legal investment, financial institution regulatory, or other purposes, or as to the ability of particular investors to purchase the certificates under applicable legal investment restrictions. The uncertainties described above (and any unfavorable future determinations concerning the legal investment or financial institution regulatory characteristics of the certificates) may adversely affect the liquidity and market value of the certificates.

We have not engaged any nationally recognized statistical rating organization, as defined in Section 3(a)(62) of the Exchange Act, to rate the 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.

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 advisors in determining whether and to what extent the certificates will constitute legal investments for them or are subject to investment, capital, or other regulatory restrictions.

None of the Transaction Parties is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the acquisition of any offered certificates by any Benefit Plan Investor.

### PLAN OF PLACEMENT

Subject to the terms and conditions set forth in the placement agency agreement, dated September 19, 2017 (the “Placement Agreement”), among us and the placement agents, each of the placement agents has agreed to use commercially reasonable efforts to place the offered certificates. Except as set forth in the Placement Agreement, we will have the sole right to accept or reject any or all offers to purchase the offered certificates, in consideration for which (with respect to offered certificates sold) the placement agents will receive a fee based on the initial principal balance of the offered certificates sold to the placement agents or investors. Each placement agent may purchase the offered certificates but has no obligation to do so. In the event the offered certificates are placed with investors, the placement agents may purchase such offered certificates for resale to the investors.

We have agreed in the Placement Agreement to indemnify the placement agents and their controlling persons against liabilities in connection with the offer and sale of the offered certificates, including liabilities under the Securities Act, and to contribute to payments that the placement agents may be required to make in respect of such liabilities.

The offered certificates have not been and will not be registered or qualified under the Securities Act, or under the securities or blue sky laws of any state in the United States or any foreign securities laws, nor has the SEC or a regulatory authority of any such state or foreign jurisdiction passed upon the accuracy or adequacy of this offering circular. This offering circular does not constitute an offer to sell or a solicitation of an offer to buy the offered certificates in any jurisdiction where such offer or solicitation is unlawful.

The offered certificates are a new issue of securities with no established trading market and we cannot assure you that a secondary market for the offered certificates will develop. The placement agents currently intend to make a market in the offered certificates but they are under no obligation to do so and may discontinue their market-making activities at any time without notice. If a secondary market does develop, we cannot assure you that it will provide holders of offered certificates with liquidity of investment or that it will continue for the life of the offered certificates.

In connection with the offering, the placement agents may purchase and sell the offered certificates in the open market. These transactions may include stabilizing transactions and purchases to cover short positions created by the placement agents in connection with the offering. Stabilizing transactions consist of certain bids or purchases for the purpose of preventing or retarding a decline in the market price of the offered certificates and short positions created by a placement agent involve the sale by a placement agent of a greater number of offered certificates than it purchases in the offering, if it purchases any offered certificates. The placement agents also may impose a penalty bid, whereby selling concessions allowed to broker-dealers in respect of the offered certificates sold in this offering may be reclaimed by the placement agents if such offered certificates are purchased by the placement agents in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the offered certificates, which may be higher than the price that might otherwise prevail in the open market and these activities, if commenced, may be discontinued at any time. These transactions may be effected in the over-the-counter market or otherwise.

Each of the placement agents has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the offered certificates in circumstances in which Section 21(1) of the FSMA does not apply to the issuing entity; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the offered certificates in, from or otherwise involving the United Kingdom.

In relation to each member state of the EEA which has implemented the Prospectus Directive (each, a “Relevant Member State”), each of the placement agents has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of offered certificates to the public in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the depositor for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

*provided*, that no such offer of offered certificates shall require the depositor or the placement agents to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression “an offer of offered certificates to the public” in relation to any offered certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the offered certificates to be offered so as to enable an investor to decide to purchase or subscribe for the offered certificates, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

Wells Fargo Securities, LLC, one of the placement agents, is an affiliate of the depositor and will be the initial purchaser of the Non-Guaranteed Certificates. See “Risk Factors—Potential Conflicts of Interest of the Placement Agents and Their Affiliates” in this offering circular.

#### **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”). Certain legal matters will also be passed on for the placement agents by Cadwalader. Cadwalader 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 offering circular, including in any of the exhibits to this offering circular.

“30/360 Basis” means the accrual of interest based on a 360-day year consisting of twelve 30-day months.

“Accepted Servicing Practices” means servicing and administering the underlying mortgage loans and/or REO Properties:

- to the higher of the following standards: (i) 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 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 mortgage loans for third parties, which includes for purposes of this clause (i), Freddie Mac Servicing Practices and (ii) 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 mortgage loans owned by it, whichever is higher;
- 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 certificateholders (as a collective whole), on a net present value basis; but
- without regard to—
  - (i) 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,
  - (ii) the ownership of any certificate or subordinated debt by the master servicer or the special servicer, as the case may be, or by any of their affiliates,
  - (iii) the master servicer’s obligation to make advances,
  - (iv) the special servicer’s obligation to request that the master servicer make Servicing Advances,
  - (v) 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,
  - (vi) 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 master servicer or special servicer, as applicable,
  - (vii) the right of the special servicer or any Third Party Master Servicer, as the case may be, to exercise any purchase option as described in “The Pooling and Servicing Agreement—Termination” in this offering circular,
  - (viii) any obligation of the master servicer (in its capacity as a mortgage loan seller, if applicable) to cure a breach of a representation or warranty or repurchase the underlying mortgage loan, or
  - (ix) any debt extended to any borrower 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.

“ADA” means the Americans with Disabilities Act of 1990.

“Additional Interest Accrual Amount” with respect to any Distribution Date on or after the Class B First Rate Change Date, if any, by which interest on the outstanding principal balance of the class B certificates for the related Interest Accrual Period calculated at the rate described in clauses (b)(i), (c)(i) or (d)(i), as applicable, of the definition of Class B Pass-Through Rate exceeds the amount of interest accrued on the outstanding principal balance of such class at the Class B Capped Rate.

“Additional Interest Distribution Amount” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Additional Interest Shortfall Amount” means, with respect to any Distribution Date and the class B certificates is an amount equal to the aggregate amount of any Additional Interest Distribution Amounts for all prior Distribution Dates that was not distributed on the class B certificates on such prior Distribution Dates and remains unpaid immediately prior to the current Distribution Date.

“Additional Issuing Entity Expense” means an expense (other than master servicing fees, sub-servicing fees, the Guarantee Fee, certificate administrator fees, trustee fees and CREFC<sup>®</sup> Intellectual Property Royalty License Fees) of the issuing entity that—

- 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;
- is not covered by a Servicing Advance, a corresponding collection from the related borrower or indemnification from another person; and
- 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 offering circular.

“Adverse REMIC Event” has the meaning assigned to such term under “Description of the Certificates— Modifications, Waivers, Amendments and Consents” in this offering circular.

“Affiliated Borrower Loan” means any underlying mortgage loan for which the directing certificateholder, any of its managing members or any of its affiliates becomes or is the related borrower (or any proposed replacement borrower) or becomes aware that the directing certificateholder, any of its managing members or any of its affiliates is an affiliate of the related borrower (or any proposed replacement borrower).

“Affiliated Borrower Loan Directing Certificateholder” means, with respect to an Affiliated Borrower Loan, the special servicer or, if both the directing certificateholder and the special servicer are or become affiliated with a borrower, the master servicer.

“Affiliated Borrower Loan Event” means an event that will exist with respect to any underlying mortgage loan if at any time the directing certificateholder, any of its managing members or any of its affiliates becomes or is the related borrower (or any proposed replacement borrower) or any of the foregoing persons becomes aware that the directing certificateholder, any of its managing members or any of its affiliates is an affiliate of the related borrower (or any proposed replacement borrower).

“Aggregate Annual Cap” means, with respect to any Third Party Master Servicer and certain indemnified sub-servicers, the Third Party Master Servicer/Sub-Servicer Aggregate Annual Cap; with respect to the special servicer, the Special Servicer Aggregate Annual Cap; with respect to the trustee, the Trustee Aggregate Annual Cap; with respect to the certificate administrator and the custodian, the Certificate Administrator/Custodian Aggregate Annual Cap; and with respect to the depositor, the 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 the Trustee/Certificate Administrator/Custodian Aggregate Annual Cap, and not the Trustee Aggregate Annual Cap or the Certificate Administrator/Custodian Aggregate Annual Cap.

“Aggregate Annual Cap Termination Date” means the earlier to occur of (i) the Determination Date in August 2036 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) equals or exceeds an amount equal to 50% of the outstanding principal balance of the mortgage pool on such Determination Date (after the application of all payments of principal and/or interest collected 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 offering circular, an amount equal to the excess, if any, of (1) the Stated Principal Balance of the underlying mortgage loan and the sum of (i) to the extent not previously advanced by the master servicer or trustee, all unpaid interest on such underlying mortgage loan at a *per annum* rate equal to the mortgage rate, (ii) all unreimbursed advances in respect of such underlying mortgage loan, together with advance interest thereon and (iii) 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 such underlying mortgage loan, net of any amounts currently escrowed for such amounts (which taxes, assessments, premiums, ground rents and other amounts have not been subject to an advance by the master servicer or the trustee), over (2) the sum of (i) either (A) with respect to any underlying mortgage loan with an outstanding principal balance equal to or in excess of \$2,000,000, or any underlying mortgage loan with an outstanding principal balance less than \$2,000,000 as to which the special servicer has obtained an appraisal with respect to the related mortgaged real property within the 12-month period immediately prior to the occurrence of such Appraisal Reduction Event, 90% of the appraised value (as such appraised value may be adjusted downward by the special servicer in accordance with the Servicing Standard, without implying any duty to do so, based upon the special servicer’s review of such appraised value or such other information as the special servicer deems relevant) of the related mortgaged real property as determined by one or more independent MAI appraisals (the costs of which will be required to be paid by the master servicer as a Servicing Advance) or (B) with respect to any underlying mortgage loan with an outstanding principal balance less than \$2,000,000 as to which the special servicer has not obtained an appraisal with respect to the related mortgaged real property within the 12-month period immediately prior to the occurrence of such Appraisal Reduction Event, the value determined by performing a Delinquency Percentage Calculation, plus (ii) any letter of credit, reserve, escrow or similar amount held by the master servicer which are posted as additional security for payments due on the underlying mortgage loan; provided, that if a required appraisal has not been obtained within the period required under the Pooling and Servicing Agreement with respect to such underlying mortgage loan, then until such appraisal is obtained, the Appraisal Reduction Amount will be equal to 25% of the Stated Principal Balance of such underlying mortgage loan as of the date of the related Appraisal Reduction Event; and provided, further, that if the related mortgaged real property has become an REO Property, then references to the “underlying mortgage loan” in this definition will include any successor REO Loan.

“Appraisal Reduction Event” means, with respect to any underlying mortgage loan, the earliest of any of the following events—

- 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);
- 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;
- 60 days after a receiver or liquidator has been appointed and remains undismissed for the related borrower or immediately after a receiver has been appointed for the related mortgaged real property;
- 30 days after a borrower declares bankruptcy;
- 60 days after the borrower becomes the subject of an undischarged and unstayed decree or order for a bankruptcy proceeding; and
- immediately after such underlying mortgage loan becomes an REO Loan;

*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 the outstanding certificate balance of the class B certificates have been reduced to zero.

“Appraised Value” means for any mortgaged real property securing an underlying mortgage loan, the “as is” value as determined by the most recent appraisal obtained or conducted, as appropriate, pursuant to the Pooling and Servicing Agreement or obtained in connection with the origination of the underlying mortgage loan.

In general, the amount of costs assumed by the appraiser for these purposes is based on—

- an estimate by the individual appraiser;
- an estimate by the related borrower;
- the estimate set forth in the physical risk report conducted in connection with the origination of the related mortgage loan; or
- a combination of these estimates.

“Approved Directing Certificateholder” has the meaning assigned to such term under “Summary of Offering Circular—Relevant Parties/Entities—Directing Certificateholder” in this offering circular.

“Approved Directing Certificateholder Criteria” has the meaning assigned to such term under “Summary of Offering Circular—Relevant Parties/Entities—Directing Certificateholder” in this offering 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 offering 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 8.

“Assumed Final Distribution Date – No Prepayments” means, with respect to any class of certificates, the date set forth for such class in the table on page 8.

“Available Distribution Amount” means, with respect to any Distribution Date, amounts on deposit in the distribution account available to make distributions on the certificates on that date, generally equal to (a) the sum of (without duplication) (i) the aggregate amount received on or with respect to the underlying mortgage loans and any related REO Properties on or prior to the related Determination Date, (ii) 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) for such Distribution Date, (iii) the aggregate amount of any P&I Advances, which P&I Advances will not include any master servicing fees and sub-servicing fees, made by the master servicer and/or the trustee, as applicable, for such Distribution Date, (iv) all funds released from the interest reserve account for distribution on such Distribution Date, (v) any payments made by the master servicer to cover Prepayment Interest Shortfalls incurred during the related Collection Period, and (vi) excess liquidation proceeds (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), minus (b)(i) all collected monthly payments due after the end of the related Collection Period, (ii) 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, indemnities and reimbursements, (iii) all Prepayment Premiums, (iv) all amounts deposited in the collection account in error, (v) any net interest or net investment income on funds in the collection account, any REO account or Permitted Investments, (vi) any withheld amounts deposited in the interest reserve account held for future distribution, and (vii) excess liquidation proceeds.

The certificate administrator will apply the Available Distribution Amount as described under “Description of the Certificates—Distributions” in this offering 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 certificates.

“Balloon Guarantor Payment” means, with respect to any Distribution Date and any class of Class A Certificates, the amount of additional principal that would have been distributed to such class if the Principal Distribution Amount for such Distribution Date had been increased by an amount equal to the aggregate amount of the Stated Principal Balance of each underlying Balloon Loan in the related Loan Group (or for any Distribution Date after the Distribution Date on which the outstanding principal balance of the class B certificates has been reduced to zero, each underlying Balloon Loan) that reached its scheduled maturity date (without giving effect to any acceleration of principal of such underlying Balloon Loan by reason of a default, 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 such underlying 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 aggregate outstanding principal balance of such class of Class A Certificates, as reduced by the Principal Distribution Amount to be applied in reduction of the outstanding principal balance of such class on such Distribution Date.

“Balloon Loan” means any underlying mortgage loan whose outstanding 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” in this offering circular.

“BBA” means The British Bankers’ Association.

“Calculation Agent” means, for so long as any of the certificates remain outstanding, an agent appointed to calculate One-Month LIBOR with respect to the class A-5H, A-7H and A-10H Certificates and Six-Month LIBOR with respect to the class B certificates in respect of each Interest Accrual Period. The Certificate Administrator will be the initial Calculation Agent.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“Certificate Administrator/Custodian Aggregate Annual Cap” means \$100,000 per calendar year in the aggregate with respect to the certificate administrator and the custodian.

“Class A Certificates” means, collectively, the class A-5F, A-5H, A-7F, A-7H, A-10F and A-10H certificates.

“Class A Rate Change Date” means the Class A-5H Rate Change Date, the Class A-7H Rate Change Date or the Class A-10H Rate Change Date, as applicable.

“Class A-5F Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-5H Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-5H Rate Change Date” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-7F Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-7H Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-7H Rate Change Date” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-10F Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-10H Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class A-10H Rate Change Date” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Capped Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Component 5-F Balance” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Component 5-H Balance” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Component 7-F Balance” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Component 7-H Balance” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Component 10-F Balance” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Component 10-H Balance” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B First Rate Change Date” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

“Class B Pass-Through Rate” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Percentage” means, as of any Distribution Date, a fraction, the numerator of which is the class principal balance of the class B certificates immediately prior to such Distribution Date and the denominator of which is the aggregate of the class principal balances of the Principal Balance Certificates immediately prior to such Distribution Date.

“Class B Second Rate Change Date” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class B Third Rate Change Date” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this offering circular.

“Class Final Guarantor Payment” means any payment made by the Guarantor in respect of clause (d) of the definition of Deficiency Amount.

“Class X1 Interest Distribution Amount” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

“Class X1 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 X1 certificates immediately prior to such Distribution Date at the pass-through rate for the class X1 certificates, minus any Net Aggregate Prepayment Interest Shortfalls allocated to the class X1 certificates. The Class X1 Interest Accrual Amount will be calculated on a 30/360 Basis.

“Class X1 Strip Rates” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

“Class X1 Withheld Amounts” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

“Clearstream Participants” has the meaning assigned to such term under “Description of the Certificates—DTC, Euroclear and Clearstream, Luxembourg” in this offering circular.

“Closing Date” means the date of initial issuance for the certificates, which is expected to be on or about September 28, 2017.

“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 October 2017.

“Controlling Class” means, as of the Closing Date, the class B certificates, until the outstanding principal balance of such class is less than 3.0% of the aggregate of the outstanding principal balances of the Principal Balance Certificates, and thereafter the Class A Certificates. However, if the class B certificates are the only class with an outstanding principal balance, the class B certificates will be the Controlling Class.

“Controlling Class Majority Holder” has the meaning assigned to such term under “Summary of Offering Circular—Relevant Parties/Entities—Directing Certificateholder” in this offering circular.

“Controlling Class Majority Holder Rights” has the meaning assigned to such term under “Summary of Offering Circular—Relevant Parties/Entities—Directing Certificateholder” in this offering circular.

“Corrected Mortgage Loan” means any underlying mortgage loan that was a Specially Serviced Mortgage Loan (other than an REO Loan) but that is determined by the special servicer to have become current and remained current for three consecutive monthly payments (for such purposes taking into account any modification or amendment of the subject underlying mortgage loan); *provided* that no additional Servicing Transfer Event has occurred and is continuing or 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 offering 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 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 outstanding class principal balance of the class B certificates.

“CREFC® Intellectual Property Royalty License Fee Rate” means the rate equal to 0.0005% *per annum* computed on the same basis and in the same manner as interest is computed on the class B certificates.

“CREFC Investor Reporting Package®” means:

- (a) the following five electronic files: (i) CREFC® Loan Setup File, (ii) CREFC® Loan Periodic Update File, (iii) CREFC® Property File, (iv) CREFC® Bond Level File and (v) CREFC® Special Servicer Loan File;
- (b) the following 11 supplemental reports: (i) CREFC® Delinquent Loan Status Report, (ii) CREFC® Historical Loan Modification and Corrected Mortgage Loan Report, (iii) CREFC® Historical Liquidation Loss Report, (iv) CREFC® REO Status Report, (v) CREFC® Loan Level Reserve/LOC Report, (vi) CREFC® Servicer Watchlist, (vii) CREFC® Operating Statement Analysis Report, (viii) CREFC® NOI Adjustment Worksheet, (ix) CREFC® Comparative Financial Status Report, (x) CREFC® Reconciliation of Funds Report and (xi) the CREFC® Advance Recovery Report; and
- (c) such other reports as are currently part of, or that CREFC® may designate as part of the “CREFC Investor Reporting Package®” from time to time generally and which are approved by the Approved Directing Certificateholder (if any), Freddie Mac and the master servicer.

“CREFC® Website” means the website located at “[www.crefc.org](http://www.crefc.org)” or such other primary website as the CREFC® may establish for dissemination of its report forms.

“Cut-off Date” means, with respect to each underlying mortgage loan, the Due Date in September 2017 (which will be September 1, 2017, subject, in some cases, to a next succeeding business day convention). September 1, 2017 is considered the Cut-off Date for the issuing entity.

“Cut-off Date Balance/Unit” means, with respect to any underlying mortgage loan, the ratio of—

1. the Cut-off Date Principal Balance of the underlying mortgage loan, to
2. 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—

1. the Cut-off Date Principal Balance of the underlying mortgage loan, to

2. 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.

“DBTCA” means Deutsche Bank Trust Company Americas, a New York banking corporation, and its successors-in-interest.

“DCH Pre-Approval” has the meaning assigned to such term under “Summary of Offering Circular—Relevant Parties/Entities—Directing Certificateholder” in this offering circular.

“Default Interest” means any interest that—

1. accrues on a Defaulted Loan solely by reason of the subject default (other than late payment charges or prepayment consideration); and
2. 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 “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular.

“Defaulted Loan” means any underlying mortgage loan (a) 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, (b) 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 or (c) as to which any non-monetary event of default occurs that results in the underlying mortgage loan becoming a Specially Serviced Mortgage 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 offering circular.

“Deficiency Amount” means, with respect to any Distribution Date and any class of Guaranteed Certificates, the sum of:

- (a) the amount, if any, by which the interest payable on such class of Guaranteed Certificates 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) the amount, if any, of Realized Losses and Additional Issuing Entity Expenses allocated to the Class A Certificates; and
- (d) on the Assumed Final Distribution Date – No Prepayments for the Class A Certificates, the outstanding principal balance of such class on such Assumed Final Distribution Date – No Prepayments (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 Assumed Final Distribution Date – No Prepayments).

“Definitive Offered Certificates” has the meaning assigned to such term under “Description of the Certificates—Book-Entry Registration” in this offering circular.

“Delinquency Percentage Calculation” means, with respect to any underlying mortgage loan, a calculation of value performed by multiplying the outstanding principal balance by the applicable Delinquency Percentage.

“Delinquency Percentage” means, with respect to any underlying mortgage loan with an outstanding principal balance of less than \$2,000,000 as to which an Appraisal Reduction Event has occurred, (i) if the underlying mortgage loan is at least 60 days delinquent, but not more than 180 days delinquent, in respect of any scheduled payment of principal and/or interest, 75%, (ii) if the underlying mortgage loan is more than 180 days delinquent, but not more than 360 days delinquent, in respect of any scheduled payment of principal and/or interest, 50%, (iii) if the underlying mortgage loan is more than 360 days delinquent, but not more than 720 days delinquent, in respect of any scheduled payment of principal and/or interest, 25%, (iv) if the underlying mortgage loan is more than 720 days delinquent in respect of any scheduled payment of principal and/or interest, 0%, and (v) if the related mortgaged real property has become an REO Property, 25% or such lesser percentage as would apply pursuant to clause (iv) above if the subject underlying mortgage loan was still outstanding.

“Depositor Aggregate Annual Cap” means \$100,000 per calendar year.



“Designated Advance Interest” has the meaning assigned to such term under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this offering circular.

“Designated Loans” has the meaning assigned to such term under “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 offering circular.

“Determination Date” has the meaning assigned to such term under “Summary of Offering Circular—Significant Dates and Periods—Determination Date” in this offering circular.

“DCH Purchaser” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular.

“Directing Certificateholder Approval Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering circular.

“Directing Certificateholder Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholder” in this offering circular.

“Directing Certificateholder Servicing Consultant” has the meaning assigned to such term under “Summary of Offering Circular—Relevant Parties/Entities—Directing Certificateholder Servicing Consultant” in this offering circular.

“Distribution Date” has the meaning assigned to such term under “Summary of Offering Circular—Significant Dates and Periods—Distribution Date” in this offering circular.

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act.

“DTC Custodian” has the meaning assigned to such term under “Description of the Certificates—Book-Entry Registration” in this offering circular.

“Due Dates” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Due Dates” in this offering circular.

“E&O Insurance” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Liability of the Servicers” in this offering circular.

“EEA” means the European Economic Area.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Estimated Annual Operating Expenses” means, for each mortgaged real property 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:

- the “historical annual operating expenses” for that property normally consist of historical expenses that were generally obtained/estimated—
  1. 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,
  2. 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,
  3. 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
  4. if the property was recently constructed, by calculating an estimate of operating expenses based upon the appraisal of the property or market data; and

- the “expense modifications” made to the historical annual operating expenses for that property often include—
  1. 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,
  2. adjusting historical expense items upwards or downwards to reflect inflation and/or industry norms for the particular type of property,
  3. the underwritten recurring replacement reserve amounts, and
  4. 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 mortgaged real property securing an underlying mortgage loan is shown in the column titled “Engineering Escrow/Deferred Maintenance” 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—

- salaries and wages;
- the costs or fees of—
  1. utilities,
  2. repairs and maintenance,
  3. replacement reserves,
  4. marketing,
  5. insurance,
  6. management,
  7. landscaping,
  8. security, if provided at the property, and
- 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 offering 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 mortgaged real property 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:

- the “base estimated annual revenues” for that property were generally assumed to equal the annualized amounts of gross potential rents; and
- the “revenue modifications” made to the base estimated annual revenues for that property often include—
  1. 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,
  2. adjusting the revenues upwards to reflect, in the case of some tenants, increases in base rents scheduled to occur during the following 12 months,
  3. 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
  4. 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 offering 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.

“Euroclear Operator” has the meaning assigned to such term under “Description of the Certificates—DTC, Euroclear and Clearstream, Luxembourg” in this offering circular.

“Euroclear Participants” has the meaning assigned to such term under “Description of the Certificates—DTC, Euroclear and Clearstream, Luxembourg” in this offering circular.

“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:

- it has not been a Specially Serviced Mortgage Loan for more than one Distribution Date;
- it is a Specially Serviced Mortgage Loan solely due to the occurrence of an event described in the fifth or sixth bullet of the definition of “Servicing Transfer Event” below; and
- 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.

“Expiration Date” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular.

“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 offering circular.

“Fannie Mac” means the Federal National Mortgage Association or any successor thereto.

“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 offering circular.

“Fitch” means Fitch Ratings, Inc., and its successors-in-interest.

“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”), and 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 offering 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” means obligations of the Guarantor as described under “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this offering circular.

“Freddie Mac Purchaser” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular.

“Freddie Mac Servicing Practices” means, with regard to the servicing of the underlying mortgage loans and/or REO Properties by the master servicer, the 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, the 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 multifamily small balance mortgage loans owned by it, which will include 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, the sub-servicer or the special servicer, as applicable, including written communications from Freddie Mac as servicing consultant, pursuant to the Pooling and Servicing Agreement.

“GAAP” means generally accepted accounting principles.

“Global Certificate” has the meaning assigned to such term under “Description of the Certificates—Book-Entry Registration” in this offering circular.

“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 Guarantee Fee Rate on a balance equal to the outstanding principal balance of the Class A Certificates immediately prior to such Distribution Date. The Guarantee Fee with respect to the Guaranteed Certificates will accrue on a 30/360 Basis.

“Guarantee Fee Rate” means a *per annum* rate equal to 0.3500%.

“Guaranteed Certificates” means the Class A Certificates and the class X1 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 Interest Amount” means, with respect to any Distribution Date and any class of Guaranteed Certificates, interest on any Guarantor Reimbursement Amount (other than with respect to Guarantor Timing Reimbursement Amounts) 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%.

“Guarantor Timing Reimbursement Amount” means, with respect to any Distribution Date and the Class A Certificates, the portion of any Guarantor Reimbursement Amount related to any Timing Guarantor Payment for the Class A 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. If, at any time, Freddie Mac creates a separate Multifamily Seller/Servicer Guide specifically to address “small balance loans”, then the term “Guide” will refer only to such separate Guide. 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 deemed to refer to the last version of the “Guide” published by Freddie Mac. For purposes of the Pooling and Servicing Agreement, the term “Guide” will not include any form 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 the sub-servicer.

“Hunt” means Hunt Servicing Company, LLC, a Delaware limited liability company, and its successors-in-interest.

“Hunt Residual Holdings” means Hunt Residual Holdings, LLC, a Delaware limited liability company, and its successors-in-interest.

“Hybrid ARM” means, with respect to any underlying mortgage loan, that such underlying mortgage loan has a mortgage interest rate that, in the absence of default, is fixed for an initial period that expires 5, 7 or 10 years following the origination date of such underlying mortgage loan and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan.

“IBA” means ICE Benchmark Administration Limited, or any successor to it.

“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.

“Indirect Participants” has the meaning assigned to such term under “Description of the Certificates—DTC, Euroclear and Clearstream, Luxembourg” in this offering circular.

“Initial Directing Certificateholder” means Hunt Residual Holdings, or an affiliate thereof.

“Interest Accrual Period” means, for any Distribution Date, the calendar month immediately preceding the month in which that Distribution Date occurs. Each Interest Accrual Period will be deemed for purposes of this definition to consist of 30 days.

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“IRS” means the Internal Revenue Service.

“Junior Loan” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this offering circular.

“Junior Loan Holder” means the holder of a lower priority lien on certain of the underlying mortgage loans if the related borrower exercises its option to obtain subordinate 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 offering circular.

“Junior Loan Purchaser” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this offering circular.

“LIBOR” means One-Month LIBOR or Six-Month LIBOR, as applicable.

“LIBOR Index Page” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans” in this offering 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 underlying mortgage loan, through trustee’s sale, foreclosure sale, REO disposition or otherwise, exclusive of any portion of cash amounts required to be released to the related borrower; (ii) the realization upon any deficiency judgment obtained against a borrower; (iii) the purchase of a Defaulted Loan by the DCH Purchaser or affiliate, the Freddie Mac Purchaser or the Junior Loan Holder Purchaser 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 pursuant to 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 special servicer or any Third Party Master Servicer pursuant to the terms of the Pooling and Servicing Agreement.

“Loan Group” means Loan Group 5YR-F, Loan Group 5YR-H, Loan Group 7YR-F, Loan Group 7YR-H, Loan Group 10YR-F or Loan Group 10YR-H, as applicable.

“Loan Group 5YR-F” means all of the underlying mortgage loans that have a fixed mortgage interest rate in the absence of default and a scheduled maturity date of approximately 5 years following the origination date of such underlying mortgage loan.

“Loan Group 5YR-H” means all of the underlying mortgage loans that have a mortgage interest rate in the absence of default that is fixed for an initial period that expires approximately 5 years following the origination date of such underlying mortgage loan and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan.

“Loan Group 7YR-F” means all of the underlying mortgage loans that have a fixed mortgage interest rate in the absence of default and a scheduled maturity date of approximately 7 years following the origination date of such underlying mortgage loan.

“Loan Group 7YR-H” means all of the underlying mortgage loans that have a mortgage interest rate in the absence of default that is fixed for an initial period that expires approximately 7 years following the origination date of such underlying mortgage loan and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan.

“Loan Group 10YR-F” means all of the underlying mortgage loans that have a fixed mortgage interest rate in the absence of default and a scheduled maturity date of approximately 10 years following the origination date of such underlying mortgage loan.

“Loan Group 10YR-H” means all of the underlying mortgage loans that have a mortgage interest rate in the absence of default that is fixed for an initial period that expires approximately 10 years following the origination date of such underlying mortgage loan and thereafter is adjustable on semi-annual loan reset dates during the remaining term of such underlying mortgage loan.

“Loan Group Principal Attribution Percentage” has the meaning assigned to such term under “Description of the Certificates—Distributions” in this offering circular.

“Lower-Tier REMIC” means the REMIC identified as such and described under “Certain Federal Income Tax Consequences” in this offering 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—

1. the Maturity Balance of the underlying mortgage loan, to
2. the most recent Appraised Value of the related mortgaged real property.

“Middle-Tier REMIC” means the REMIC identified as such and described under “Certain Federal Income Tax Consequences” in this offering circular.

“Modeling Assumptions” means, collectively, the following assumptions regarding the certificates and the underlying mortgage loans:

- the underlying mortgage loans have the characteristics set forth on Exhibit A-1 and the initial mortgage pool balance is approximately \$259,012,247;
- the initial principal balance or notional amount, as the case may be, of each class of certificates is as described in this offering circular;
- the pass-through rate for each interest-bearing class of certificates is as described in this offering circular;
- One-Month LIBOR remains constant at 1.3000% and Six-Month LIBOR remains constant at 1.6000%;
- there are no delinquencies, modifications or losses with respect to the underlying mortgage loans;
- no underlying mortgage loan is a Specially Serviced Mortgage Loan;
- there are no modifications, extensions, waivers or amendments affecting the monthly debt service or balloon payments by borrowers on the underlying mortgage loans;
- there are no Appraisal Reduction Amounts with respect to the underlying mortgage loans;
- there are no casualties or condemnations affecting the corresponding mortgaged real properties;
- 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;
- 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;
- no voluntary or involuntary prepayments are received as to any underlying mortgage loan during that underlying mortgage loan’s Yield Maintenance Period or Static Prepayment Premium Period;
- except as otherwise assumed in the immediately preceding bullet, 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 offering circular, without regard to any limitations in those underlying mortgage loans on partial voluntary principal prepayments;
- all prepayments on the underlying mortgage loans are assumed to be—
  1. accompanied by a full month’s interest, and
  2. received on the applicable Due Date of the relevant month;
- no person or entity entitled under the Pooling and Servicing Agreement exercises its right of optional termination as described under “The Pooling and Servicing Agreement—Termination” in this offering circular unless footnoted otherwise;

- 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 offering circular;
- the Administration Fee Rate is as set forth on Exhibit A-1, and the only other issuing entity expenses are the Guarantee Fee and the CREFC® Intellectual Property Royalty License Fee;
- there are no Additional Issuing Entity Expenses;
- funds released from the interest reserve account for any underlying mortgage loan that has paid in full will be included in the calculation of net weighted average coupon of the remaining underlying mortgage loans;
- payments on the offered certificates are made on the 25th day of each month, commencing in October 2017;
- there is no optional termination; and
- the offered certificates are settled on an assumed settlement date of September 28, 2017.

“Moody’s” means Moody’s Investors Service, Inc., 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 upon 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 offering 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 upon 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—

- salaries and wages,
- the costs or fees of—
  1. utilities,
  2. repairs and maintenance,
  3. marketing,
  4. insurance,
  5. management,



- 6. landscaping,
- 7. security, if provided at the property, and
- the amount of—
  - 1. real estate taxes,
  - 2. general and administrative expenses, and
  - 3. 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 offering 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 underlying 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 mortgaged real property 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 property.

“Net Aggregate Prepayment Interest Shortfall” means, with respect to any Distribution Date, the excess, if any, of:

- the total Prepayment Interest Shortfalls incurred with respect to the mortgage pool during the related Collection Period, over
- the sum of—
  - 1. the total payments made by the master servicer to cover any Prepayment Interest Shortfalls incurred during the related Collection Period; and
  - 2. the total Prepayment Interest Excesses collected during the related Collection Period that are applied to offset Prepayment Interest Shortfalls incurred during the related Collection Period.

The master servicer will not make payments to cover, or apply Prepayment Interest Excesses received on the underlying mortgage loans to offset, Prepayment Interest Shortfalls incurred with respect to the underlying mortgage loans.

“Net Mortgage Interest Rate” means, with respect to any underlying mortgage loan or REO Loan, as of any date of determination, the related mortgage interest rate then in effect reduced by the sum of the annual rates at which the master servicing fee, the sub-servicing fee, the certificate administrator fee and the trustee fee are calculated.

“Net Mortgage Pass-Through Rate” means, with respect to any underlying mortgage loan (including any successor REO Loan) for any Distribution Date, a rate *per annum* equal to 12 times a fraction, expressed as a percentage (i) 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 mortgage 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) a rate *per annum* equal to the Net Mortgage Interest Rate for such underlying mortgage loan (*provided*, that if the mortgage interest rate for such underlying mortgage loan is decreased in connection with a subsequent modification of such underlying mortgage loan after the Cut-off Date, the Net Mortgage Interest Rate for such underlying mortgage loan will not give effect to any such decrease), and (ii) the denominator of which is the Stated Principal Balance of that underlying mortgage loan immediately preceding that 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 the Net Mortgage Pass-Through Rate determined pursuant to the immediately preceding paragraph 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 the Net Mortgage Pass-Through Rate determined pursuant to the immediately preceding paragraph will be increased to reflect any interest reserve amount(s) with respect to such underlying mortgage loan that are transferred from the interest reserve account to the distribution account during that month for distribution on such Distribution Date.

“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 offering 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 offering circular.

“Non-Guaranteed Certificates” means the class B certificates. The class B certificates are not being offered hereby and will not have the benefit of the Freddie Mac Guarantee.

“NRSRO” means a nationally recognized statistical rating organization as defined in Section 3(a)(62) of the Exchange Act.

“Occupancy %” means the percentage of units of the subject property that were occupied or leased as of the approximate date of the original underwriting of the related underlying mortgage loan or any later date as the mortgage loan seller considered appropriate, in any event as reflected in information provided by the borrower or in the appraisal on which the most recent Appraised Value of the property is based.

“Offered Certificates” means the Class A Certificates and the class X1 certificates.

“One-Month LIBOR” means, for any Interest Accrual Period and each of the class A-5H, A-7H and A-10H certificates, 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 One-Month LIBOR Determination Date; *provided, however*, that, in the event One-Month LIBOR with respect to any Interest Accrual Period is less than zero, One-Month LIBOR for such Interest Accrual Period will be deemed to be zero.

“One-Month LIBOR Determination Date” means, as to the class A-5H, A-7H and A-10H certificates, with respect to the Interest Accrual Period relating to the applicable Class A Rate Change Date and each Interest Accrual Period thereafter, the first day preceding the beginning of such Interest Accrual Period for which One-Month LIBOR has been released by the IBA.

“Option 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” in this offering circular.

“Originator” means Hunt Mortgage Partners, LLC, a Delaware limited liability company, and its successors-in-interest.

“Outstanding Guarantor Reimbursement Amounts” has the meaning assigned to such term under “Description of the Certificates—Distributions—Priority of Distributions” in this offering circular.

“P&I Advance” has the meaning assigned to such term under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this offering circular.

“PILOT” has the meaning assigned to such term under “Risk Factors—Risks Related to the Underlying Mortgage Loans—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” in this offering circular.

“Participants” has the meaning assigned to such term under “Description of the Certificates—DTC, Euroclear and Clearstream, Luxembourg” in this offering circular.

“Performing Loan Principal Distribution Amount” means, with respect to any Distribution Date, the excess, if any, of the Principal Distribution Amount for such Distribution Date over the 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—

- the lien of current real property taxes, water charges, sewer rents and assessments not yet delinquent or accruing interest or penalties,
- covenants, conditions and restrictions, rights of way, easements and other matters that are of public record,
- 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,
- other matters to which like properties are commonly subject,
- the rights of tenants, as tenants only, under leases, including subleases, pertaining to the related mortgaged real property, and
- 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 offered certificates and their respective affiliates.

“Pooling and Servicing Agreement” means the Pooling and Servicing Agreement, to be dated as of September 1, 2017, among Wells Fargo Commercial Mortgage Securities, Inc., as depositor, Freddie Mac, as master servicer, Hunt, as special servicer, DBTCA, as trustee, certificate administrator and custodian, and Freddie Mac, acting in certain other capacities described in this offering circular.

“Prepayment Assumption” means an assumption that there is a 5% CPR prepayment speed until the earlier of each underlying mortgage loan’s maturity date or initial loan reset date, at which time the underlying mortgage loan is assumed to pay off in full, and that there are 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 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 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.

“Prepayment Premiums” means any Static Prepayment Premium or Yield Maintenance Charge.

“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.

“Principal Balance Certificates” means the Class A Certificates and the class B certificates.

“Principal Distribution Adjustment Amount” means, with respect to 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 offering 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 offering 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 for the related Collection Period used to reimburse Balloon Guarantor Payments or other unreimbursed Guarantor Reimbursement Amounts since the previous Distribution Date pursuant to the terms of the Pooling and Servicing Agreement.

“Principal Distribution Amount” means:

- for any Distribution Date other than the final Distribution Date, an amount equal to the total, without duplication, of the following—
  1. all payments of principal, including voluntary principal prepayments, received by or on behalf of the issuing entity with respect to the underlying mortgage loans during the related Collection Period, exclusive of any portion 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,
  2. all monthly payments of principal received by or on behalf of the issuing entity with respect to the underlying mortgage loans prior to, but that are due during, the related Collection Period,
  3. 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 during the related Collection Period and that were identified and applied by the master servicer as recoveries of principal of the subject underlying mortgage loan or, in the case of an REO Property, of the related underlying mortgage loan, 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
  4. all advances of principal made with respect to the underlying mortgage loans for that Distribution Date; and
- for the final Distribution Date, an amount equal to the total Stated Principal Balance of the mortgage pool 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 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, 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 a prior Distribution Date in a manner that resulted in a Principal Distribution Adjustment Amount 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 during any particular Collection Period, then the portion of the Principal Distribution Amount for the related Distribution Date that is specifically attributable 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. Any Privileged Person that is a borrower or an affiliate of a borrower, as evidenced by the information set forth in the investor certification, will only be entitled to limited information as described in “Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information” in this offering circular.

“Purchase Agreement” means the senior preferred stock purchase agreement between FHFA, as Conservator of Freddie Mac, and Treasury.

“Purchase Option” means, with respect to any Defaulted Loan, the purchase option described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans” in this offering circular.

“Purchase Price” means, with respect to any underlying mortgage loan or REO Property if it is to be purchased as contemplated under the Pooling and Servicing Agreement, a price equal to the outstanding principal balance (or deemed outstanding principal balance) of such underlying mortgage loan or REO Property as of the date of purchase, plus (i) accrued and unpaid interest on such underlying mortgage loan or REO Property through and including the end of the related mortgage interest accrual period in which such purchase is made (which would include accrued and unpaid 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 related to such underlying mortgage loan or REO Property, (iv) all related Servicing Advances that were previously reimbursed from general collections on the mortgage pool, (v) all accrued and unpaid interest on related Servicing Advances and P&I Advances (other than any Designated Advance Interest), (vi) all interest on related Servicing Advances and P&I Advances that was previously reimbursed from general collections on the mortgage pool (which for the avoidance of doubt does not include any Designated Advance Interest), (vii) solely if such underlying mortgage loan or REO Property 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 or REO Property 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 or REO Property, and (viii) solely if such underlying mortgage loan or REO Property is being purchased by or on behalf of the mortgage loan seller pursuant to or as contemplated by 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 or REO Property; *provided* that, with respect to a Defaulted Loan, if a Fair Value determination has been made, the Purchase Price must equal at least the Fair Value of such Defaulted Loan.

“Qualified Substitute Mortgage Loan” means a mortgage loan in the same lien position as the underlying mortgage loan to be replaced 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) if the underlying mortgage loan being replaced bears a fixed rate of interest, have a mortgage interest rate not less than the mortgage interest rate of the deleted underlying mortgage loan, and if the underlying mortgage loan being replaced is a Hybrid ARM underlying mortgage loan, prior to its first loan reset date have a mortgage interest rate not less than the mortgage interest rate of the deleted underlying mortgage loan prior to its first loan reset date, and on or after its first loan reset date have an interest rate margin over Six-Month LIBOR not less than the interest rate margin over Six-Month LIBOR of the deleted underlying mortgage loan; (iii) have the same Due Date as the deleted underlying mortgage loan; (iv) accrue interest on an Actual/360 Basis; (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 not higher than that of the deleted underlying mortgage loan and a current loan-to-value ratio not higher than the then current loan-to-value ratio of the deleted underlying mortgage loan; (vii) materially comply 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 not less than the original debt

service coverage ratio of the deleted underlying mortgage loan and a current debt service coverage ratio not less than the current debt service coverage ratio of the deleted underlying mortgage loan; (x) be determined by an opinion of counsel to be a “qualified replacement mortgage” within the meaning of Code Section 860G(a)(4); (xi) have been approved by each of the Approved Directing Certificateholder and Freddie Mac 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 established 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 will be less than the pass-through rate of any class of Class A Certificates or the class B certificates) 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.

“Realized Losses” means losses on or with respect to the underlying mortgage loans arising from the inability of the master servicer and/or the special servicer to collect all amounts due and owing under those mortgage loans, including by reason of the fraud or bankruptcy of a borrower or, to the extent not covered by insurance, a casualty of any nature at a mortgaged real property. 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 offering circular.

“Record Date” has the meaning assigned to such term under “Summary of Offering Circular—Significant Dates and Periods—Record Date” in this offering 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 offering circular.

“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 the foregoing 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. For purposes of the Pooling and Servicing Agreement, an REO Loan will be deemed to be outstanding for so long as the related REO Property remains part of the issuing entity, and will be deemed to provide for assumed scheduled payments on each Due Date and otherwise have the same terms and conditions as its predecessor underlying mortgage loan, including with respect to the calculation of the mortgage rate in effect from time to time (such terms and conditions to be applied without regard to the default on such predecessor underlying mortgage loan). Each REO Loan will be deemed to have an initial outstanding principal balance and, if applicable, Stated Principal Balance equal to the outstanding principal balance and, if applicable, Stated Principal Balance, respectively, of its predecessor underlying mortgage loan, as of the day on which such REO Property was acquired by the issuing entity.

“REO Property” means any mortgaged real property that is acquired on behalf of and in the name of the trustee for the benefit of the certificateholders, through foreclosure, deed-in-lieu of foreclosure or otherwise in accordance with applicable law following a default on 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.

“Rule” has the meaning assigned to such term under “Description of the Mortgage Loan Seller and Guarantor—Credit Risk Retention” in this offering circular.

“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 upon 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.

“Senior Loan” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this offering circular.

“Senior Loan Holder” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this offering circular.

“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 offering circular.

“Servicing Standard” means:

(a) 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 any applicable intercreditor or co-lender and/or similar agreement(s), servicing and administering the underlying mortgage loans in accordance with (i) Freddie Mac Servicing Practices or (ii) 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 sub-servicer, as applicable, Accepted Servicing Practices; and

(b) 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 any 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 any 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 (i) Accepted Servicing Practices or (ii) Freddie Mac Servicing Practices.

To the extent of any conflict under clause (a) of this definition (1) between Freddie Mac Servicing Practices and Accepted Servicing Practices, the terms of Freddie Mac Servicing Practices will govern and be applicable and (2) 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:

- a payment default has occurred at its scheduled maturity date (except, if the borrower is making its normal monthly payment and is diligently pursuing a refinancing or a sale to a person that is not a Borrower Affiliate and in connection therewith delivers within 45 days after such maturity date a firm commitment to refinance or a fully executed purchase and sale contract for the related mortgaged real property, as applicable, acceptable to the master servicer (subject to the last paragraph of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this offering circular)), in which case a Servicing Transfer Event would not occur as to such underlying mortgage loan until 60 days after such payment default, which may be extended to 120 days, with the consent of the special servicer and the Approved Directing Certificateholder (if any) (subject to the last paragraph of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this offering circular);
- any monthly principal and/or interest payment (other than a balloon payment) is 60 days or more delinquent;
- the related borrower has—
  - (i) filed for, or consented to, bankruptcy, appointment of a receiver or conservator or similar insolvency proceeding;

- (ii) become the subject of a decree or order for such a proceeding which is not stayed or discharged within 60 days; or
- (iii) has admitted in writing its inability to pay its debts generally as they become due;
- the master servicer or the special servicer has received notice of the foreclosure or proposed foreclosure of any other lien on the mortgaged real property;
- in the judgment of (i) the master servicer (with the approval of Freddie Mac if Freddie Mac is not acting as master servicer) or (ii) the special servicer (with the approval of Freddie Mac and the Approved Directing Certificateholder (if any), subject to the last paragraph of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this offering circular), (a) a default under any underlying mortgage loan is reasonably foreseeable, (b) 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 (c) 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 such 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
- any other default has occurred under the loan documents that, in the reasonable judgment of (i) the master servicer, or (ii) with the approval of the Approved Directing Certificateholder (if any) (subject to the last paragraph of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this offering circular), 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 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 for terrorist or similar act 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.

“Six-Month LIBOR” means, with respect to (i) each of the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H and any applicable loan reset date and (ii) the class B certificates and any applicable Interest Accrual Period, the IBA’s six month London interbank offered rate for United States Dollar deposits, as displayed on the LIBOR Index Page, as determined on the related Six-Month LIBOR Determination Date; *provided, however*, that, in the event Six-Month LIBOR with respect to any Interest Accrual Period is less than zero, Six-Month LIBOR for such Interest Accrual Period will be deemed to be zero. With respect to the underlying mortgage loans in Loan Group 5YR-H, Loan Group 7YR-H and Loan Group 10YR-H and each loan reset date, Six-Month LIBOR for such underlying mortgage loans will be determined by the master servicer. With respect to the class B certificates and each Interest Accrual Period, Six-Month LIBOR for the Pass-Through Rate on such class of certificates will be determined by the Calculation Agent.

“Six-Month LIBOR Determination Date” means (i) as to any underlying mortgage loan in Loan Group 5YR-H, Loan Group 7YR-H or Loan Group 10YR-H, with respect to each loan reset date, the first day preceding the beginning of such loan reset date for which Six-Month LIBOR has been released by the IBA or (ii) as to the class B certificates, with respect to the Interest Accrual Period relating to the Class B First Rate Change Date and each Interest Accrual Period thereafter, the last day for which Six-Month LIBOR has been released by the IBA prior to the most recent June or December Interest Accrual Period.

“SMMEA” means Secondary Mortgage Market Enhancement Act of 1984, as amended.

“Sole Certificateholder” means the holder (or holders provided they act in unanimity) of, collectively, 100% of the class B and XI certificates having an outstanding class 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, however*, that at the time of determination the class principal balance of each class of Class A Certificates has been reduced to zero.



“Special Servicer Aggregate Annual Cap” means \$100,000 per calendar year.

“Specially Serviced Loan Principal Distribution Amount” means, with respect to any Distribution Date, any portion of the Principal Distribution Amount that was collected or advanced with respect to any Specially Serviced Mortgage Loan other than an Excluded Specially Serviced Mortgage Loan. For the avoidance of doubt, the Specially Serviced Loan Principal Distribution Amount will be reduced by the Principal Distribution Adjustment Amount applicable to such Specially Serviced Mortgage Loan.

“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 Property), 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 on or before the applicable Due Date in 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 or advanced by the master servicer or the trustee, as applicable, 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, to the extent distributed to certificateholders, on or before such date of determination.

“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 Period” means, with respect to any 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.

“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 or the Special Servicer” in this offering circular.

“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.

“Third Party Master Servicer/Sub-Servicer Aggregate Annual Cap” means \$100,000 per calendar year with respect to any Third Party Master Servicer and any indemnified sub-servicers under the Pooling and Servicing Agreement, collectively.

“Timing Guarantor Interest” means, with respect to any Distribution Date and any class of Offered Principal Balance Certificates, the sum of (A) (a) with respect to Balloon Guarantor Payments made as a result of a forbearance from exercising remedies with respect to 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 (1) the Weighted Average Net Mortgage Pass-Through Rate for the related Interest Accrual Period and (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 Interest Accrual Period, in each case on any unreimbursed Timing Guarantor Payment for such class and (B) 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 the Class A Certificates, any Balloon Guarantor Payment or Class Final Guarantor Payment.

“Total Units” means, the estimated number of apartments at the particular property, regardless of the number or size of rooms in the apartments as reflected in information provided by the borrower or in the appraisal on which the most recent Appraised Value is based.

“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 (a) 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 (b) \$2,500.

“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 (i) 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, (ii) Permitted Transfers, unless the related Loan Documents specifically provide for the payment of a Transfer Processing Fee, and/or (iii) permitted subordinate mortgage debt, will not be a Transfer Processing Fee Transaction.

“Treasury” means the U.S. Department of the Treasury.

“Trust REMIC” means any of the three separate REMICs referred to in this offering circular as the “Lower-Tier REMIC,” the “Middle-Tier REMIC” and the “Upper-Tier REMIC.”

“Trustee Aggregate Annual Cap” means \$50,000 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, \$100,000 per calendar year with respect to such person or entity.

“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—

1. the Underwritten Net Cash Flow for the related mortgaged real property, to
2. 12 times the monthly debt service payment for that underlying mortgage loan due on the related Due Date in September 2017;

*provided* that, if the underlying mortgage loan is currently in an interest-only period, then the amount in clause 2 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 is currently in an interest-only period, the ratio of—

1. the Underwritten Net Cash Flow for the related mortgaged real property, to
2. an amount equal to the aggregate of the first 12 monthly debt service payments due on such underlying mortgage loan.

“Underwritten Net Cash Flow” means, with respect to each mortgaged real property 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:

- was made at the time of origination of the related underlying mortgage loan or in connection with the transactions described in this offering circular; and
- is equal to the excess of—
  1. the Estimated Annual Revenues for the property, over
  2. the Estimated Annual Operating Expenses for the 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 mortgaged real property 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 in the column captioned “UW NCF” will be representative of the actual future net cash flow for the particular property.

Underwritten Net Cash Flow and the revenues and expenditures used to determine Underwritten Net Cash Flow for each mortgaged real property 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 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 in the column captioned “UW NCF” 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 property shown on Exhibit A-1 in the column captioned “UW NCF”. 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 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 mortgaged real property securing an underlying mortgage loan, the Underwritten Net Cash Flow for the property, increased by any and all of the following items that were included in the Estimated Annual Operating Expenses for the property for purposes of calculating that Underwritten Net Cash Flow:

- underwritten recurring replacement reserve amounts; and
- capital improvements, including recurring capital improvements.

“United States” or “U.S.” means the United States of America.

“Unpaid Interest Shortfall” has the meaning assigned to that term under “Description of the Certificates—Distributions—Interest Distributions” in this offering circular.

“Unreimbursed Indemnification Expenses” means indemnification amounts payable by the issuing entity to the depositor, any Third Party Master Servicer, Freddie Mac acting as the servicing consultant, the master servicer, the special servicer, the custodian, the certificate administrator or 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 Third Party Master Servicer/Sub-Servicer Aggregate Annual Cap and the Special Servicer Aggregate Annual Cap, as the case may be, which have not been previously reimbursed.

“Upper-Tier REMIC” means the REMIC identified as such and described under “Certain Federal Income Tax Consequences” in this offering circular.

“UST” means an underground storage tank.

“Waterfall Trigger Event” means, with respect to any Distribution Date, the existence of any of the following: (a) the aggregate Stated Principal Balances of the underlying mortgage loans (other than Specially Serviced Mortgage Loans) as of the related Determination Date is less than or equal to 15.0% of the aggregate Cut-Off Date Principal Balance of all underlying mortgage loans held by the issuing entity as of the closing date, (b) as of the related Determination Date, the aggregate Stated Principal Balance of underlying mortgage loans that are Waterfall Trigger Loans is greater than 3.0% of the aggregate Stated Principal Balance of all underlying mortgage loans held by the issuing entity or (c) the Class B Percentage on such Distribution Date is less than 7.5%, *provided* that with respect to this clause (c) such Waterfall Trigger Event will continue to exist until such time as the Class B Percentage is equal to or greater than 10.0% immediately prior to such Distribution Date. No previously existing Waterfall Trigger Event will continue to exist with respect to future Distribution Dates unless a condition described in one of clauses (a), (b) or (c) of this definition of Waterfall Trigger Event continues to exist with respect to such future Distribution Dates.

“Waterfall Trigger Loan” means an underlying mortgage loan that is (i) at least 60 days delinquent in respect of any monthly payments (other than a balloon payment) following the applicable Due Date without giving effect to any grace period permitted by the related loan documents or (ii) delinquent in respect of its balloon payment, if any, without giving effect to any grace period permitted by the related loan documents.

“Weighted Average Net Mortgage Pass-Through Rate” means, for any Loan Group or for the mortgage pool, as applicable, and any Distribution Date, the weighted average of the respective Net Mortgage Pass-Through Rates with respect to all of the underlying mortgage loans (including any related REO Loans) in that Loan Group or in the mortgage pool, as applicable, for that Distribution Date, weighted on the basis of their respective Stated Principal Balances immediately prior to that Distribution Date. With respect to any Loan Group comprised of only one underlying mortgage loan, “Weighted Average Net Mortgage Pass-Through Rate” means, for such Loan Group and any Distribution Date, the Net Mortgage Pass-Through Rate with respect to such underlying mortgage loan.

“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 offering circular.

“Year Built” means, with respect to any mortgaged real property securing an underlying mortgage loan, the year when construction of the property was principally completed, as reflected in information provided by the borrower or in the appraisal on which the most recent Appraised Value of the property is based or the engineering report.

“Year Renovated” means, with respect to any mortgaged real property securing an underlying mortgage loan, the year when the most recent substantial renovation of the property, if any, was principally completed, as reflected in information provided by the borrower or in the appraisal on which the most recent Appraised Value of the property is based or the engineering report.

“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.

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**EXHIBIT A-1**

**CERTAIN CHARACTERISTICS OF THE UNDERLYING  
MORTGAGE LOANS AND THE RELATED MORTGAGED REAL PROPERTIES**

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Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Originator	Street Address	Property City
1	10YR-H		1	Tempo Apartments	Hunt Mortgage Partners, LLC	2015 West Dravus Street	Seattle
2	10YR-H		1	Urban 55 Apartment Homes	Hunt Mortgage Partners, LLC	5038 North 55th Avenue	Glendale
3	10YR-F		1	Cambridge Apartments	Hunt Mortgage Partners, LLC	301 Cannan Drive	Angleton
4	5YR-H		1	Whispering Palms Apartments	Hunt Mortgage Partners, LLC	4850 Northeast 5th Avenue	Boca Raton
5	10YR-F		1	Pasadena Apartments	Hunt Mortgage Partners, LLC	2160 And 2170 East Jefferson Avenue	Detroit
6	10YR-H		1	825 West Sunnyside Avenue	Hunt Mortgage Partners, LLC	825-827,829-837,839-845 West Sunnyside Avenue And 820 West Agatite Avenue	Chicago
7	7YR-F		1	Rosemont Apartments	Hunt Mortgage Partners, LLC	2300 Southwest 74th Street	Oklahoma City
8	10YR-H		1	High Point In The Park Apartments	Hunt Mortgage Partners, LLC	2425 West River Road North	Elyria
9	10YR-H		1	Wind Chase Village Apartments	Hunt Mortgage Partners, LLC	2400 Buffalo Gap Road	Ablene
10	5YR-H		1	Valjean Apartments	Hunt Mortgage Partners, LLC	7124-7134 Valjean Avenue	Van Nuys
11	10YR-F		1	Cross Creek Gardens Apartments	Hunt Mortgage Partners, LLC	4298 Rocky River Drive	Cleveland
12	5YR-H		1	Whitely Manor Apartments	Hunt Mortgage Partners, LLC	542 Fifth Avenue West	Seattle
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	Hunt Mortgage Partners, LLC	6000-6002 North Kenmore Avenue	Chicago
14	7YR-H		1	Oakwood Terrace Apartments	Hunt Mortgage Partners, LLC	917 Coury Road	Everman
15	10YR-H		1	Urban Edge Apartment Homes	Hunt Mortgage Partners, LLC	4038-4116 East McDowell Road	Phoenix
16	10YR-F		1	Coral Ridge Apartments	Hunt Mortgage Partners, LLC	8091 Bay Court	Temperance
17	5YR-F		1	Fabric Lofts	Hunt Mortgage Partners, LLC	705-707 South 5th Street	Philadelphia
18	10YR-F		1	University Place Apartments	Hunt Mortgage Partners, LLC	3285 University Boulevard North	Jacksonville
19	10YR-H		1	Chatham Portfolio I	Hunt Mortgage Partners, LLC	7953 South Saint Lawrence Avenue, 7942 South Champlain Avenue, 8016 South Evans Avenue, 8157-59 South Martin Luther King Drive, 7851 South Indiana Avenue (206 East 79th Street)	Chicago
20	10YR-H		1	Wadsworth Arms Apartments	Hunt Mortgage Partners, LLC	6700 Wadsworth Boulevard	Arvada
21	5YR-H		1	Del Rio Apartments	Hunt Mortgage Partners, LLC	480 West Camino Real	Boca Raton
22	10YR-H		1	East End Townhomes	Hunt Mortgage Partners, LLC	515 East End Avenue	Calumet City
23	5YR-H		1	The Normandy Apartments	Hunt Mortgage Partners, LLC	3550 South Pennsylvania Street	Englewood
24	7YR-H		1	Kingridge Village Apartments	Hunt Mortgage Partners, LLC	4224 King Street	Greenwood
25	10YR-F		1	Dogwood Creek Apartments	Hunt Mortgage Partners, LLC	3237 Yanceyville Street	Greensboro
26	7YR-F		1	Rookwood Court And The Oakley Apartments	Hunt Mortgage Partners, LLC	2596 And 2955 Madison Road	Cincinnati
27	10YR-H		1	Pearl Plaza Apartments	Hunt Mortgage Partners, LLC	1425 North Pearl Street	Tacoma
28	10YR-F		1	Cooper Meadows	Hunt Mortgage Partners, LLC	6520 Cooper Meadows Road	Westerville
29	7YR-H		1	Emerald Villa Apartments	Hunt Mortgage Partners, LLC	8044 Northeast Bothell Way	Kenmore
30	10YR-H		1	Lakeview Terrace	Hunt Mortgage Partners, LLC	103 North Milwaukee Avenue	Lake Villa
31	5YR-H		1	Santa Barbara Arms Apartments	Hunt Mortgage Partners, LLC	811 And 831 Southeast 22nd Avenue	Pompano Beach
32	10YR-H		1	Norma Street Apartments	Hunt Mortgage Partners, LLC	800-856 South Norma Street	Ridgecrest
33	7YR-F		1	Caroline Apartments	Hunt Mortgage Partners, LLC	2929 Justina Road	Jacksonville
34	7YR-F		1	Grassy Pond Apartments	Hunt Mortgage Partners, LLC	5641 California Avenue	Jacksonville
35	10YR-F		1	Surrey Park Apartments	Hunt Mortgage Partners, LLC	35 Bard Drive	Hudson
36	5YR-F		1	Montevista Apartments Homes	Hunt Mortgage Partners, LLC	2014 Emporia Street	Aurora
37	5YR-H		1	183 Washington Avenue	Hunt Mortgage Partners, LLC	183 Washington Avenue	Chelsea
38	5YR-H		1	Wavecrest Avenue Apartments	Hunt Mortgage Partners, LLC	19 Wavecrest Avenue	Venice
39	5YR-F		1	Jennifer Place Apartments	Hunt Mortgage Partners, LLC	1740, 1748, 1750 And 1760 Jennifer Road	Lexington
40	5YR-H		1	8410 South Figueroa	Hunt Mortgage Partners, LLC	8410-8414 South Figueroa Street	Los Angeles
41	10YR-F		1	Greenbriar Mill	Hunt Mortgage Partners, LLC	3301 And 3379 North Camp Creek Parkway Southwest	Atlanta
42	5YR-H		1	Lowell Colony Apartments	Hunt Mortgage Partners, LLC	7495 Lowell Boulevard	Westminister
43	10YR-F		1	Midland Townhomes	Hunt Mortgage Partners, LLC	452 Midland Boulevard	Shelbyville
44	10YR-F		1	Plyers Apartments	Hunt Mortgage Partners, LLC	4107 Plyers Mill Road And 4010 Hampden Street	Kensington
45	5YR-H		1	359 Parke Street	Hunt Mortgage Partners, LLC	359 Parke Street	Pasadena
46	10YR-F		1	Galewood Village Apartments	Hunt Mortgage Partners, LLC	8930 Galewood Drive	Austin
47	10YR-H		1	Chatham Portfolio II	Hunt Mortgage Partners, LLC	8050 South Champlain Avenue, 7803 South Indiana Avenue, 8059 South Vernon Avenue, And 8058 South Calumet Avenue	Chicago
48	10YR-H		1	Chatham Portfolio III	Hunt Mortgage Partners, LLC	7945 South Langley Avenue And 8003 South Evans Avenue	Chicago
49	10YR-H		1	Jeffery Place Apartments	Hunt Mortgage Partners, LLC	7235-7245 South Jeffery Boulevard	Chicago
50	10YR-F		1	Arbors Of Boerne Apartments	Hunt Mortgage Partners, LLC	216 Ivy Lane	Boerne
51	5YR-H		1	Sabal Palm Apartments	Hunt Mortgage Partners, LLC	665 Gloucester Street	Boca Raton
52	10YR-F		1	Villa Conchita	Hunt Mortgage Partners, LLC	1200 And 1231 29th Street	Greeley
53	5YR-H		1	Patrick Henry Apartments	Hunt Mortgage Partners, LLC	2678 Patrick Henry Road	Auburn Hills
54	10YR-F		1	Avondale Apartments	Hunt Mortgage Partners, LLC	4262 4th Avenue South	Birmingham
55	5YR-H		1	444 Park Avenue	Hunt Mortgage Partners, LLC	444 Park Avenue	New York
56	10YR-H		1	Park Crest Apartments	Hunt Mortgage Partners, LLC	1700 South West Avenue	Jackson
57	5YR-H		1	Villa Rica Apartments	Hunt Mortgage Partners, LLC	4670 Northeast 5th Avenue	Boca Raton
58	5YR-H		1	1556 6th Avenue	Hunt Mortgage Partners, LLC	1556 6th Avenue	Los Angeles
59	10YR-F		1	The Cottages At Lakesite	Hunt Mortgage Partners, LLC	8663 Camp Columbus Road	Hixson
60	10YR-F		1	2847 Gainesville Street Southeast	Hunt Mortgage Partners, LLC	2847 Gainesville Street Southeast	Washington
61	7YR-F		1	Tahoe Gardens	Hunt Mortgage Partners, LLC	145 Highland Street	Taunton
62	7YR-H		1	College Grove	Hunt Mortgage Partners, LLC	3511 College Avenue	San Diego
63	10YR-F		1	Tammie Jay Apartments	Hunt Mortgage Partners, LLC	222 East Fairmont Parkway	La Porte
64	10YR-H		1	Northpointe Apartments	Hunt Mortgage Partners, LLC	1329-1357 North Redwood Road	Salt Lake City
65	5YR-H		1	Caribbean Apartments	Hunt Mortgage Partners, LLC	690 Kingsbridge Street	Boca Raton
66	7YR-H		1	Stonegate Square Apartments	Hunt Mortgage Partners, LLC	3950 Karl Road	Columbus

**Exhibit A-1 FRESB 2017-SB38**

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Originator	Street Address	Property City
67	5YR-H		1	728a Rogers Avenue	Hunt Mortgage Partners, LLC	728A Rogers Avenue	New York
68	5YR-H		1	1601 South Gramercy Place	Hunt Mortgage Partners, LLC	1601 South Gramercy Place	Los Angeles
69	10YR-F		1	Hidden Village Apartments	Hunt Mortgage Partners, LLC	2822 Eldora Drive	Toledo
70	5YR-H		1	Norpoint Ridge Apartments	Hunt Mortgage Partners, LLC	168 Norpoint Way Northeast	Tacoma
71	5YR-H		1	Riverside Townhomes	Hunt Mortgage Partners, LLC	14033 Riverside Drive	Sherman Oaks
72	10YR-F		1	233-301 Old Dixie Highway	Hunt Mortgage Partners, LLC	233 And 301 President Barack Obama Highway	Riviera Beach
73	5YR-H		1	906-910 Hyde Park Avenue	Hunt Mortgage Partners, LLC	906-910 Hyde Park Avenue	Boston
74	10YR-F		1	Capitol Manor Apartments	Hunt Mortgage Partners, LLC	1725-31 Van Dyke Street	Detroit
75	10YR-F		1	River Stone Apartments	Hunt Mortgage Partners, LLC	5612 And 5626 Harriet Street	Houston
76	7YR-F		1	Chelsea Apartments	Hunt Mortgage Partners, LLC	500 Beaty Road	Belmont
77	7YR-F		1	Briardale Apartments	Hunt Mortgage Partners, LLC	308 Orchard Lane	Warner Robins
78	10YR-F		1	2701 Avenue East	Hunt Mortgage Partners, LLC	2701 Avenue East	Riviera Beach
79	10YR-F		1	Bronzeville Apartments	Hunt Mortgage Partners, LLC	227 East 51st Street	Chicago
80	10YR-F		1	1288 West Sunset Boulevard	Hunt Mortgage Partners, LLC	1288 West Sunset Boulevard	Los Angeles
81	10YR-F		1	Mead Street Portfolio	Hunt Mortgage Partners, LLC	109, 125 And 170 Mead Street	North Tonawanda
82	10YR-F		1	Riverview Heights	Hunt Mortgage Partners, LLC	4355 Riverview Avenue	West Linn
83	10YR-F		1	Urbane On Sixth	Hunt Mortgage Partners, LLC	325 East 6th Street	Royal Oak
84	5YR-H		1	2022 South Throop Street	Hunt Mortgage Partners, LLC	2022 South Throop Street	Chicago
85	10YR-F		1	4510 Georgia Avenue Northwest	Hunt Mortgage Partners, LLC	4510 Georgia Avenue Northwest	Washington
86	10YR-F		1	Old Colony Apartments	Hunt Mortgage Partners, LLC	788 North Main Street	Fall River
87	5YR-H		1	2925 Van Buren Place	Hunt Mortgage Partners, LLC	2925-2931 Van Buren Place	Los Angeles
88	10YR-F		1	Saint Anthony Park Apartments	Hunt Mortgage Partners, LLC	2186 Scudder Street	Saint Paul
89	10YR-F		1	Parkway Apartments	Hunt Mortgage Partners, LLC	1432-1440 Parkway Drive	Melbourne
90	5YR-H		1	831 Wilton	Hunt Mortgage Partners, LLC	831 South Wilton Place	Los Angeles
91	5YR-F		1	Lakewood Townhome Apartments	Hunt Mortgage Partners, LLC	11243 FM 1960	Huffman
92	5YR-H		1	2252 North Cleveland Avenue	Hunt Mortgage Partners, LLC	2252 North Cleveland Avenue	Chicago
93	10YR-F		1	Victoria Apartments	Hunt Mortgage Partners, LLC	1244 North Illinois Street	Indianapolis
94	10YR-F		1	Edgewood Mews Apartments	Hunt Mortgage Partners, LLC	608 Edgewood Avenue Northeast	Atlanta
95	10YR-F		1	Palmway Apartments	Hunt Mortgage Partners, LLC	120 And 124 North Palmway	Lake Worth
96	10YR-F		1	1855 Good Hope Road Southeast	Hunt Mortgage Partners, LLC	1855 Good Hope Road Southeast	Washington
97	10YR-F		1	Hollenden Apartments	Hunt Mortgage Partners, LLC	4709 Second Avenue	Detroit
98	7YR-H		1	80 Sherman Avenue Apartments	Hunt Mortgage Partners, LLC	80 Sherman Avenue	New Haven
99	10YR-F		1	Kingsland Court	Hunt Mortgage Partners, LLC	1501-1505 Gorman Street	Raleigh
100	5YR-H		1	428 East 162nd Street	Hunt Mortgage Partners, LLC	428 East 162nd Street	New York
101	5YR-H		1	3043 17th Avenue Apartments	Hunt Mortgage Partners, LLC	3043 17th Avenue	Longmont
102	5YR-H		1	1449 And 1453 North Sedgwick Street	Hunt Mortgage Partners, LLC	1449 And 1453 North Sedgwick Street	Chicago
103	5YR-H		1	3739 North Greenview Avenue	Hunt Mortgage Partners, LLC	3739 North Greenview Avenue	Chicago
104	5YR-H		1	652 Soundview Avenue	Hunt Mortgage Partners, LLC	652 Sound View Avenue	New York
105	5YR-H		1	10310 South Broadway	Hunt Mortgage Partners, LLC	10310 South Broadway	Los Angeles

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Property State	Zip Code	County	Property Type	Property Subtype	Year Built	Year Renovated	Total Units	Low Income Units(2)	Very Low Income Units(2)	Cut-Off Date Balance/Unit
1	10YR-H		1	Tempo Apartments	WA	98199	King	Multifamily	Garden	2007	N/A	32	7	N/A	218,821
2	10YR-H		1	Urban 55 Apartment Homes	AZ	85301	Maricopa	Multifamily	Garden	1984	N/A	209	209	76	28,708
3	10YR-F		1	Cambridge Apartments	TX	77515	Brazoria	Multifamily	Garden	1980	2009	128	128	N/A	46,094
4	5YR-H		1	Whispering Palms Apartments	FL	33431	Palm Beach	Multifamily	Garden	1973	N/A	54	6	N/A	107,833
5	10YR-F		1	Pasadena Apartments	MI	48207	Wayne	Multifamily	High Rise	1902	2016	167	167	10	31,737
6	10YR-H		1	825 West Sunnyside Avenue	IL	60640	Cook	Multifamily	Garden	1920	2016	68	63	12	73,529
7	7YR-F		1	Rosemont Apartments	OK	73159	Oklahoma	Multifamily	Garden	1970	N/A	156	156	90	32,051
8	10YR-H		1	High Point In The Park Apartments	OH	44035	Lorain	Multifamily	Mid Rise	1974	2016	198	200	14	24,621
9	10YR-H		1	Wind Chase Village Apartments	TX	79605	Taylor	Multifamily	Garden	1973	2016	170	170	52	28,676
10	5YR-H		1	Valjean Apartments	CA	91406	Los Angeles	Multifamily	Garden	1953	N/A	50	13	N/A	95,000
11	10YR-F		1	Cross Creek Gardens Apartments	OH	44135	Cuyahoga	Multifamily	Garden	1966	2016	136	136	27	34,393
12	5YR-H		1	Whitely Manor Apartments	WA	98109	King	Multifamily	Mid Rise	1966	2016	17	N/A	N/A	266,235
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	IL	60660	Cook	Multifamily	Garden	1968	2015	40	26	14	110,000
14	7YR-H		1	Oakwood Terrace Apartments	TX	76140	Tarrant	Multifamily	Garden	1969	2016	120	120	4	36,000
15	10YR-H		1	Urban Edge Apartment Homes	AZ	85008	Maricopa	Multifamily	Garden	1979	N/A	124	124	25	34,476
16	10YR-F		1	Coral Ridge Apartments	MI	48182	Monroe	Multifamily	Garden	2000	2016	72	72	1	57,163
17	5YR-F		1	Fabric Lofts	PA	19147	Philadelphia	Multifamily	Mid Rise	1930	2016	8	N/A	N/A	500,000
18	10YR-F		1	University Place Apartments	FL	32277	Duval	Multifamily	Garden	1966	2016	127	127	25	31,456
19	10YR-H		1	Chatham Portfolio I											
20	10YR-H		1	Wadsworth Arms Apartments	IL	60619	Cook	Multifamily	Garden	1921	2007	93	93	60	40,860
21	5YR-H		1	Del Rio Apartments	CO	80003	Jefferson	Multifamily	Garden	1957	2016	26	N/A	N/A	136,000
22	10YR-H		1	East End Townhomes	FL	33432	Palm Beach	Multifamily	Garden	1964	N/A	33	6	N/A	105,461
23	5YR-H		1	The Normandy Apartments	IL	60409	Cook	Multifamily	Townhome	1964	2005	84	84	3	40,000
24	5YR-H		1	The Normandy Apartments	CO	80113	Arapahoe	Multifamily	Mid Rise	1971	N/A	42	42	2	75,714
24	7YR-H		1	Kingridge Village Apartments	TX	75401	Hunt	Multifamily	Garden	1975	2012	116	116	116	27,147
25	10YR-F		1	Dogwood Creek Apartments	NC	27405	Guilford	Multifamily	Garden	1988	2006	128	128	18	24,465
26	7YR-F		1	Rookwood Court And The Oakley Apartments	OH	45208	Hamilton	Multifamily	Garden	1962	2014	50	48	1	62,000
27	10YR-H		1	Pearl Plaza Apartments	WA	98406	Pierce	Multifamily	Garden	1970	2017	38	38	3	79,605
28	10YR-F		1	Cooper Meadows	OH	43081	Franklin	Multifamily	Garden	1988	2016	48	48	N/A	62,500
29	7YR-H		1	Emerald Villa Apartments	WA	98028	King	Multifamily	Garden	1967	2015	25	25	7	120,000
30	10YR-H		1	Lakeview Terrace	IL	60046	Lake	Multifamily	Garden	1971	N/A	53	53	N/A	55,623
31	5YR-H		1	Santa Barbara Arms Apartments	FL	33062	Broward	Multifamily	Garden	1964	2015	22	N/A	N/A	132,005
32	10YR-H		1	Norma Street Apartments	CA	93555	Kern	Multifamily	Garden	1990	N/A	66	66	8	43,939
33	7YR-F		1	Caroline Apartments	FL	32277	Duval	Multifamily	Garden	1963	2015	92	92	58	30,978
34	7YR-F		1	Grassy Pond Apartments	FL	32244	Duval	Multifamily	Garden	1986	2015	88	88	67	31,591
35	10YR-F		1	Surrey Park Apartments	OH	44236	Summit	Multifamily	Garden	1962	2013	65	65	N/A	40,241
36	5YR-F		1	Montevista Apartments Homes	CO	80010	Adams	Multifamily	Mid Rise	1973	2013	36	36	2	71,930
37	5YR-H		1	183 Washington Avenue	MA	02150	Suffolk	Multifamily	Garden	2013	N/A	20	13	N/A	128,000
38	5YR-H		1	Wavcrest Avenue Apartments	CA	90291	Los Angeles	Multifamily	Mid Rise	1912	N/A	10	1	N/A	250,000
39	5YR-F		1	Jennifer Place Apartments	KY	40505	Fayette	Multifamily	Garden	1964	2016	88	88	21	28,095
40	5YR-H		1	8410 South Figueroa	CA	90003	Los Angeles	Multifamily	Garden	1963	2016	18	18	15	135,111
41	10YR-F		1	Greenbriar Mill	GA	30331	Fulton	Multifamily	Garden	1969	N/A	79	79	34	30,392
42	5YR-H		1	Lowell Colony Apartments	CO	80030	Adams	Multifamily	Garden	1960	2016	24	24	N/A	100,000
43	10YR-F		1	Midland Townhomes	KY	40065	Shelby	Multifamily	Garden	2002	2016	56	56	28	42,857
44	10YR-F		1	Plyers Apartments	MD	20895	Montgomery	Multifamily	Garden	1964	2007	24	N/A	N/A	99,583
45	5YR-H		1	359 Parke Street	CA	91101	Los Angeles	Multifamily	Garden	1957	2016	10	N/A	N/A	236,205
46	10YR-F		1	Galewood Village Apartments	TX	78758	Travis	Multifamily	Garden	1980	N/A	48	48	31	47,917
47	10YR-H		1	Chatham Portfolio II	IL	60619	Cook	Multifamily	Garden	1925	2014	53	53	16	43,019
48	10YR-H		1	Chatham Portfolio III	IL	60619	Cook	Multifamily	Garden	1926	2012	47	N/A	N/A	48,085
49	10YR-H		1	Jeffery Place Apartments	IL	60649	Cook	Multifamily	Garden	1926	2007	52	50	2	43,077
50	10YR-F		1	Arbors Of Boerne Apartments	TX	78006	Kendall	Multifamily	Garden	1985	N/A	88	74	N/A	24,347
51	5YR-H		1	Sabal Palm Apartments	FL	33487	Palm Beach	Multifamily	Garden	1973	N/A	18	N/A	N/A	117,338
52	10YR-F		1	Villa Conchita	CO	80631	Weld	Multifamily	Garden	1967	2017	84	84	61	24,972
53	5YR-H		1	Patrick Henry Apartments	MI	48326	Oakland	Multifamily	Garden	1967	2015	48	48	11	43,287
54	10YR-F		1	Avondale Apartments	AL	35222	Jefferson	Multifamily	Garden	1950	2016	32	32	N/A	64,688
55	5YR-H		1	444 Park Avenue	NY	11205	Kings	Multifamily	Garden	1905	2016	6	N/A	N/A	337,442
56	10YR-H		1	Park Crest Apartments	MI	49203	Jackson	Multifamily	Garden	1965	2016	55	55	N/A	36,364
57	5YR-H		1	Villa Rica Apartments	FL	33431	Palm Beach	Multifamily	Garden	1969	N/A	17	N/A	N/A	116,957
58	5YR-H		1	1556 6th Avenue	CA	90019	Los Angeles	Multifamily	Garden	1923	2016	6	N/A	N/A	328,000
59	10YR-F		1	The Cottages At Lakesite	TN	37343	Hamilton	Multifamily	Garden	2002	N/A	42	42	N/A	46,318
60	10YR-F		1	2847 Gainesville Street Southeast	DC	20020	District Of Columbia	Multifamily	Garden	1952	2016	12	12	11	159,750
61	7YR-F		1	Tahoe Gardens	MA	02780	Bristol	Multifamily	Garden	1960	2016	26	N/A	N/A	71,154
62	7YR-H		1	College Grove	CA	92115	San Diego	Multifamily	Garden	1957	2017	16	8	N/A	113,750
63	10YR-F		1	Tammie Jay Apartments	TX	77571	Harris	Multifamily	Garden	1962	2016	55	55	N/A	33,014
64	10YR-H		1	Northpointe Apartments	UT	84116	Salt Lake	Multifamily	Garden	1974	2011	26	26	5	69,308
65	5YR-H		1	Caribbean Apartments	FL	33487	Palm Beach	Multifamily	Garden	1973	N/A	15	1	N/A	120,101
66	7YR-H		1	Stonegate Square Apartments	OH	43224	Franklin	Multifamily	Seniors	1971	2016	76	76	75	23,684

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Property State	Zip Code	County	Property Type	Property Subtype	Year Built	Year Renovated	Total Units	Low Income Units(2)	Very Low Income Units(2)	Cut-Off Date Balance/Unit
67	5YR-H		1	728a Rogers Avenue	NY	11226	Kings	Multifamily	Garden	2011	N/A	7	N/A	N/A	245,000
68	5YR-H		1	1601 South Gramercy Place	CA	90019	Los Angeles	Multifamily	Garden	1923	2016	10	N/A	N/A	165,500
69	10YR-F		1	Hidden Village Apartments	OH	43613	Lucas	Multifamily	Garden	1970	2012	72	72	72	22,405
70	5YR-H		1	Norpoint Ridge Apartments	WA	98422	Pierce	Multifamily	Garden	2002	2016	16	16	1	100,000
71	5YR-H		1	Riverside Townhomes	CA	91423	Los Angeles	Multifamily	Garden	2016	N/A	5	N/A	N/A	320,000
72	10YR-F		1	233-301 Old Dixie Highway	FL	33404	Palm Beach	Multifamily	Garden	1958	N/A	30	28	28	53,216
73	5YR-H		1	906-910 Hyde Park Avenue	MA	02136	Suffolk	Multifamily	Garden	2007	N/A	9	2	N/A	173,333
74	10YR-F		1	Capitol Manor Apartments	MI	48214	Wayne	Multifamily	Mid Rise	1910	N/A	38	39	3	40,789
75	10YR-F		1	River Stone Apartments	TX	77023	Harris	Multifamily	Garden	1960	2016	22	22	N/A	69,864
76	7YR-F		1	Chelsea Apartments	NC	28012	Gaston	Multifamily	Garden	1920	2012	57	57	43	26,285
77	7YR-F		1	Briardale Apartments	GA	31093	Houston	Multifamily	Garden	1963	2016	55	55	14	26,868
78	10YR-F		1	2701 Avenue East	FL	33404	Palm Beach	Multifamily	Garden	1957	2013	22	21	18	67,125
79	10YR-F		1	Bronzeville Apartments	IL	60615	Cook	Multifamily	Garden	1900	2016	12	N/A	N/A	121,838
80	10YR-F		1	1288 West Sunset Boulevard	CA	90026	Los Angeles	Multifamily	Garden	1928	N/A	9	N/A	N/A	159,358
81	10YR-F		1	Mead Street Portfolio	NY	14120	Niagara	Multifamily	Garden	1972	N/A	32	N/A	N/A	43,750
82	10YR-F		1	Riverview Heights	OR	97068	Clackamas	Multifamily	Garden	1972	2015	10	N/A	N/A	140,000
83	10YR-F		1	Urbane On Sixth	MI	48067	Oakland	Multifamily	Garden	1964	2017	10	1	N/A	138,675
84	5YR-H		1	2022 South Throop Street	IL	60608	Cook	Multifamily	Garden	1885	2016	8	N/A	N/A	166,250
85	10YR-F		1	4510 Georgia Avenue Northwest	DC	20011	District Of Columbia	Multifamily	Garden	1925	2007	19	19	10	67,575
86	10YR-F		1	Old Colony Apartments	MA	02720	Bristol	Multifamily	Garden	1985	N/A	33	33	33	37,879
87	5YR-H		1	2925 Van Buren Place	CA	90007	Los Angeles	Multifamily	Garden	1922	2017	8	4	4	154,125
88	10YR-F		1	Saint Anthony Park Apartments	MN	55108	Ramsey	Multifamily	Garden	1969	2010	11	11	N/A	109,091
89	10YR-F		1	Parkway Apartments	FL	32935	Brevard	Multifamily	Garden	1964	2015	24	23	N/A	49,124
90	5YR-H		1	831 Wilton	CA	90005	Los Angeles	Multifamily	Garden	1942	2017	6	2	N/A	195,000
91	5YR-F		1	Lakewood Townhome Apartments	TX	77336	Harris	Multifamily	Garden	1958	2013	40	40	N/A	29,241
92	5YR-H		1	2252 North Cleveland Avenue	IL	60614	Cook	Multifamily	Garden	1955	2016	6	N/A	N/A	193,333
93	10YR-F		1	Victoria Apartments	IN	46202	Marion	Multifamily	Garden	1900	2017	48	48	N/A	23,649
94	10YR-F		1	Edgewood Mews Apartments	GA	30312	Fulton	Multifamily	Garden	1945	2015	11	N/A	N/A	101,818
95	10YR-F		1	Palmway Apartments	FL	33460	Palm Beach	Multifamily	Garden	1950	2016	13	1	N/A	86,154
96	10YR-F		1	1855 Good Hope Road Southeast	DC	20020	District Of Columbia	Multifamily	Garden	1965	2014	12	12	11	91,301
97	10YR-F		1	Hollenden Apartments	MI	48201	Wayne	Multifamily	Mid Rise	1914	2016	28	27	3	38,929
98	7YR-H		1	80 Sherman Avenue Apartments	CT	06511	New Haven	Multifamily	Garden	1920	2017	18	18	15	60,222
99	10YR-F		1	Kingsland Court	NC	27606	Wake	Multifamily	Garden	1983	2015	11	11	N/A	98,265
100	5YR-H		1	428 East 162nd Street	NY	10451	Bronx	Multifamily	Garden	1931	N/A	9	8	N/A	118,333
101	5YR-H		1	3043 17th Avenue Apartments	CO	80503	Boulder	Multifamily	Garden	1971	2016	8	8	N/A	132,500
102	5YR-H		1	1449 And 1453 North Sedgwick Street	IL	60610	Cook	Multifamily	Garden	1885	2014	6	2	N/A	166,667
103	5YR-H		1	3739 North Greenview Avenue	IL	60613	Cook	Multifamily	Garden	1895	2016	5	N/A	N/A	200,000
104	5YR-H		1	652 Soundview Avenue	NY	10473	Bronx	Multifamily	Garden	1929	N/A	7	6	N/A	142,053
105	5YR-H		1	10310 South Broadway	CA	90003	Los Angeles	Multifamily	Garden	1957	2016	6	6	6	136,000

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Unit of Measure	Occupancy %	Occupancy As of Date	Loan Purpose (Acquisition, Refinance)	Entity Type	Borrower Type	Condo Ownership (% or N/A)	TIC (Y/N)	Guarantor (Y/N)	Crossed Loans	Common Ownership Loans(3)
1	10YR-H		1	Tempo Apartments	Units	96.9%	5/4/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
2	10YR-H		1	Urban 55 Apartment Homes	Units	99.5%	2/6/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 3
3	10YR-F		1	Cambridge Apartments	Units	92.2%	6/23/2017	Acquisition	SAE	LP	N/A	No	Yes	N/A	N/A
4	5YR-H		1	Whispering Palms Apartments	Units	96.3%	7/18/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 1
5	10YR-F		1	Pasadena Apartments	Units	95.8%	4/25/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
6	10YR-H		1	825 West Sunnyside Avenue	Units	97.1%	4/24/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
7	7YR-F		1	Rosemont Apartments	Units	94.2%	6/30/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
8	10YR-H		1	High Point In The Park Apartments	Units	98.0%	8/30/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
9	10YR-H		1	Wind Chase Village Apartments	Units	92.4%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
10	5YR-H		1	Valjean Apartments	Units	98.0%	2/1/2017	Refinance	SAE	LP	N/A	No	Yes	N/A	N/A
11	10YR-F		1	Cross Creek Gardens Apartments	Units	89.7%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 6
12	5YR-H		1	Whitely Manor Apartments	Units	100.0%	5/11/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	Units	95.0%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
14	7YR-H		1	Oakwood Terrace Apartments	Units	90.8%	6/30/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
15	10YR-H		1	Urban Edge Apartment Homes	Units	99.2%	2/6/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 3
16	10YR-F		1	Coral Ridge Apartments	Units	100.0%	6/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
17	5YR-F		1	Fabric Lofts	Units	100.0%	2/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
18	10YR-F		1	University Place Apartments	Units	97.6%	6/2/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 4
19	10YR-H		1	Chatham Portfolio I	Units	95.7%	4/2/2017	Acquisition	SAE	LLC	N/A	Yes	Yes	N/A	Group 2
20	10YR-H		1	Wadsworth Arms Apartments	Units	100.0%	5/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
21	5YR-H		1	Del Rio Apartments	Units	100.0%	7/18/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 1
22	10YR-H		1	East End Townhomes	Units	98.8%	2/28/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 7
23	5YR-H		1	The Normandy Apartments	Units	100.0%	5/9/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
24	7YR-H		1	Kingridge Village Apartments	Units	99.1%	2/28/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
25	10YR-F		1	Dogwood Creek Apartments	Units	96.1%	6/30/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 9
26	7YR-F		1	Rookwood Court And The Oakley Apartments	Units	96.0%	3/21/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
27	10YR-H		1	Pearl Plaza Apartments	Units	100.0%	5/2/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
28	10YR-F		1	Cooper Meadows	Units	100.0%	6/9/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
29	7YR-H		1	Emerald Villa Apartments	Units	100.0%	2/9/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
30	10YR-H		1	Lakeview Terrace	Units	96.2%	4/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 7
31	5YR-H		1	Santa Barbara Arms Apartments	Units	95.5%	6/7/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 1
32	10YR-H		1	Norma Street Apartments	Units	98.5%	6/30/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
33	7YR-F		1	Caroline Apartments	Units	98.9%	12/21/2016	Refinance	MAE	LLC	N/A	No	Yes	N/A	Group 4
34	7YR-F		1	Grassy Pond Apartments	Units	94.3%	12/21/2016	Refinance	MAE	LLC	N/A	No	Yes	N/A	Group 4
35	10YR-F		1	Surrey Park Apartments	Units	90.8%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 6
36	5YR-F		1	Montevista Apartments Homes	Units	94.4%	3/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 8
37	5YR-H		1	183 Washington Avenue	Units	100.0%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 10
38	5YR-H		1	Wavecrest Avenue Apartments	Units	100.0%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
39	5YR-F		1	Jennifer Place Apartments	Units	98.9%	6/14/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 8
40	5YR-H		1	8410 South Figueroa	Units	100.0%	6/19/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 5
41	10YR-F		1	Greenbriar Mill	Units	96.2%	7/6/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
42	5YR-H		1	Lowell Colony Apartments	Units	87.5%	7/17/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 11
43	10YR-F		1	Midland Townhomes	Units	94.6%	2/10/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
44	10YR-F		1	Plyers Apartments	Units	95.8%	7/5/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
45	5YR-H		1	359 Parke Street	Units	100.0%	6/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
46	10YR-F		1	Galewood Village Apartments	Units	100.0%	4/5/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
47	10YR-H		1	Chatham Portfolio II	Units	100.0%	4/11/2017	Acquisition	SAE	LLC	N/A	Yes	Yes	N/A	Group 2
48	10YR-H		1	Chatham Portfolio III	Units	97.9%	5/31/2017	Acquisition	SAE	LLC	N/A	Yes	Yes	N/A	Group 2
49	10YR-H		1	Jeffery Place Apartments	Units	92.3%	3/21/2017	Acquisition	SAE	LLC	N/A	Yes	Yes	N/A	Group 2
50	10YR-F		1	Arbors Of Boerne Apartments	Units	100.0%	4/4/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
51	5YR-H		1	Sabal Palm Apartments	Units	100.0%	7/18/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 1
52	10YR-F		1	Villa Conchita	Units	97.6%	5/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
53	5YR-H		1	Patrick Henry Apartments	Units	100.0%	6/7/2017	Refinance	SAE	Corp.	N/A	No	Yes	N/A	N/A
54	10YR-F		1	Avondale Apartments	Units	96.9%	3/13/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
55	5YR-H		1	444 Park Avenue	Units	100.0%	5/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
56	10YR-H		1	Park Crest Apartments	Units	96.4%	3/6/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
57	5YR-H		1	Villa Rica Apartments	Units	100.0%	7/18/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 1
58	5YR-H		1	1556 6th Avenue	Units	100.0%	5/8/2017	Refinance	MAE	LLC	N/A	No	Yes	N/A	Group 5
59	10YR-F		1	The Cottages At Lakesite	Units	100.0%	5/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
60	10YR-F		1	2847 Gainesville Street Southeast	Units	100.0%	2/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
61	7YR-F		1	Tahoe Gardens	Units	100.0%	3/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 10
62	7YR-H		1	College Grove	Units	100.0%	6/7/2017	Refinance	SAE	LP	N/A	No	Yes	N/A	N/A
63	10YR-F		1	Tammie Jay Apartments	Units	94.5%	5/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
64	10YR-H		1	Northpointe Apartments	Units	96.2%	6/29/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
65	5YR-H		1	Caribbean Apartments	Units	100.0%	7/18/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 1
66	7YR-H		1	Stonegate Square Apartments	Units	100.0%	2/20/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Unit of Measure	Occupancy %	Occupancy As of Date	Loan Purpose (Acquisition, Refinance)	Entity Type	Borrower Type	Condo Ownership (% or N/A)	TIC (Y/N)	Guarantor (Y/N)	Crossed Loans	Common Ownership Loans(3)
67	5YR-H		1	728a Rogers Avenue	Units	100.0%	4/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
68	5YR-H		1	1601 South Gramercy Place	Units	100.0%	5/8/2017	Refinance	MAE	LLC	N/A	No	Yes	N/A	Group 5
69	10YR-F		1	Hidden Village Apartments	Units	91.7%	5/31/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
70	5YR-H		1	Norpoint Ridge Apartments	Units	100.0%	3/26/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
71	5YR-H		1	Riverside Townhomes	Units	100.0%	8/31/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
72	10YR-F		1	233-301 Old Dixie Highway	Units	100.0%	5/12/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 12
73	5YR-H		1	906-910 Hyde Park Avenue	Units	100.0%	2/28/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
74	10YR-F		1	Capitol Manor Apartments	Units	97.4%	1/20/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 13
75	10YR-F		1	River Stone Apartments	Units	100.0%	4/4/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
76	7YR-F		1	Chelsea Apartments	Units	100.0%	5/31/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
77	7YR-F		1	Briardale Apartments	Units	90.9%	6/13/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	Group 9
78	10YR-F		1	2701 Avenue East	Units	100.0%	5/12/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 12
79	10YR-F		1	Bronzeville Apartments	Units	100.0%	6/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
80	10YR-F		1	1288 West Sunset Boulevard	Units	88.9%	1/1/2017	Refinance	MAE	LLC	N/A	No	Yes	N/A	N/A
81	10YR-F		1	Mead Street Portfolio	Units	96.9%	4/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
82	10YR-F		1	Riverview Heights	Units	100.0%	4/1/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
83	10YR-F		1	Urbane On Sixth	Units	90.0%	5/15/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
84	5YR-H		1	2022 South Throop Street	Units	100.0%	6/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
85	10YR-F		1	4510 Georgia Avenue Northwest	Units	100.0%	5/4/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
86	10YR-F		1	Old Colony Apartments	Units	90.9%	2/24/2017	Refinance	SAE	Corp.	N/A	No	Yes	N/A	N/A
87	5YR-H		1	2925 Van Buren Place	Units	100.0%	5/18/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 5
88	10YR-F		1	Saint Anthony Park Apartments	Units	100.0%	6/27/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
89	10YR-F		1	Parkway Apartments	Units	95.8%	5/1/2017	Refinance	MAE	Corp.	N/A	No	Yes	N/A	N/A
90	5YR-H		1	831 Wilton	Units	100.0%	6/12/2017	Refinance	MAE	LLC	N/A	No	Yes	N/A	Group 5
91	5YR-F		1	Lakewood Townhome Apartments	Units	97.5%	3/31/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
92	5YR-H		1	2252 North Cleveland Avenue	Units	100.0%	4/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 14
93	10YR-F		1	Victoria Apartments	Units	95.8%	4/24/2017	Refinance	SAE	Corp.	N/A	No	Yes	N/A	N/A
94	10YR-F		1	Edgewood Mews Apartments	Units	100.0%	3/23/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
95	10YR-F		1	Palmway Apartments	Units	100.0%	4/5/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
96	10YR-F		1	1855 Good Hope Road Southeast	Units	91.7%	4/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
97	10YR-F		1	Hollenden Apartments	Units	92.9%	3/3/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 13
98	7YR-H		1	80 Sherman Avenue Apartments	Units	100.0%	4/27/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	N/A
99	10YR-F		1	Kingsland Court	Units	100.0%	3/23/2017	Acquisition	SAE	LLC	N/A	No	Yes	N/A	N/A
100	5YR-H		1	428 East 162nd Street	Units	88.9%	2/26/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 15
101	5YR-H		1	3043 17th Avenue Apartments	Units	100.0%	4/7/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 11
102	5YR-H		1	1449 And 1453 North Sedgwick Street	Units	100.0%	4/1/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 14
103	5YR-H		1	3739 North Greenview Avenue	Units	100.0%	2/1/2017	Refinance	MAE	LLC	N/A	No	Yes	N/A	N/A
104	5YR-H		1	652 Soundview Avenue	Units	100.0%	4/7/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 15
105	5YR-H		1	10310 South Broadway	Units	100.0%	5/18/2017	Refinance	SAE	LLC	N/A	No	Yes	N/A	Group 5

Exhibit A-1 FRESB 2017-SB38

													Mortgage Type			
Loan No. /		Footnotes	Number of Properties	Property Name	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	Maturity Balance(4)	(Fixed	Initial Fixed	Balance After
Property No.	Loan Group(1)													Rate/Hybrid ARM)	Rate Period (Hybrid ARMs)	Fixed Rate Period(5)
1	10YR-H		1	Tempo Apartments	1	10	6/26/2017	8/1/2017	7/1/2037	7,020,000	7,002,282	2.7%	3,423,032	Hybrid ARM	120	5,626,439
2	10YR-H		1	Urban 55 Apartment Homes	1	10	3/9/2017	5/1/2017	4/1/2037	6,000,000	6,000,000	2.3%	3,608,474	Hybrid ARM	120	5,239,464
3	10YR-F		1	Cambridge Apartments	1	10	7/20/2017	9/1/2017	8/1/2027	5,900,000	5,900,000	2.3%	5,072,651	Fixed	N/A	N/A
4	5YR-H		1	Whispering Palms Apartments	1	10	7/27/2017	9/1/2017	8/1/2037	5,831,000	5,822,978	-2.2%	2,899,996	Hybrid ARM	60	5,277,287
5	10YR-F		1	Pasadena Apartments	1	10	5/4/2017	7/1/2017	6/1/2027	5,300,000	5,300,000	2.0%	4,639,976	Fixed	N/A	N/A
6	10YR-H		1	825 West Sunnyside Avenue	1	10	5/8/2017	7/1/2017	6/1/2037	5,000,000	5,000,000	1.9%	3,166,290	Hybrid ARM	120	4,466,722
7	7YR-F		1	Rosemont Apartments	1	10	2/17/2017	4/1/2017	3/1/2024	5,000,000	5,000,000	1.9%	4,458,561	Fixed	N/A	N/A
8	10YR-H		1	High Point In The Park Apartments	1	10	2/23/2017	4/1/2017	3/1/2037	4,875,000	4,875,000	1.9%	2,910,219	Hybrid ARM	120	4,245,232
9	10YR-H		1	Wind Chase Village Apartments	1	10	4/5/2017	6/1/2017	5/1/2037	4,875,000	4,875,000	1.9%	2,880,898	Hybrid ARM	120	4,222,969
10	5YR-H		1	Valjean Apartments	1	10	3/20/2017	5/1/2017	4/1/2037	4,750,000	4,750,000	1.8%	2,545,929	Hybrid ARM	60	4,391,591
11	10YR-F		1	Cross Creek Gardens Apartments	1	10	4/21/2017	6/1/2017	5/1/2027	4,700,000	4,677,501	1.8%	3,816,912	Fixed	N/A	N/A
12	5YR-H		1	Whitely Manor Apartments	1	10	6/30/2017	8/1/2017	7/1/2037	4,526,000	4,526,000	1.7%	2,592,676	Hybrid ARM	60	4,269,640
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	1	10	4/7/2017	6/1/2017	5/1/2037	4,400,000	4,400,000	1.7%	2,358,663	Hybrid ARM	60	4,068,614
14	7YR-H		1	Oakwood Terrace Apartments	1	10	2/28/2017	4/1/2017	3/1/2037	4,320,000	4,320,000	1.7%	2,448,708	Hybrid ARM	84	3,948,107
15	10YR-H		1	Urban Edge Apartment Homes	1	10	3/9/2017	5/1/2017	4/1/2037	4,275,000	4,275,000	1.7%	2,590,086	Hybrid ARM	120	3,743,522
16	10YR-F		1	Coral Ridge Apartments	1	10	6/30/2017	8/1/2017	7/1/2027	4,125,000	4,115,732	1.6%	3,365,739	Fixed	N/A	N/A
17	5YR-F		1	Fabric Lofts	1	10	4/6/2017	6/1/2017	5/1/2022	4,000,000	4,000,000	1.5%	3,715,887	Fixed	N/A	N/A
18	10YR-F		1	University Place Apartments	1	10	7/26/2017	9/1/2017	8/1/2027	4,000,000	3,994,850	1.5%	3,194,417	Fixed	N/A	N/A
19	10YR-H		1	Chatham Portfolio I												
							6/21/2017	8/1/2017	7/1/2037	3,800,000	3,800,000	1.5%	2,130,970	Hybrid ARM	120	3,220,258
20	10YR-H		1	Wadsworth Arms Apartments	1	10	6/19/2017	8/1/2017	7/1/2037	3,536,000	3,536,000	1.4%	2,120,017	Hybrid ARM	120	3,084,239
21	5YR-H		1	Del Rio Apartments	1	10	7/27/2017	9/1/2017	8/1/2037	3,485,000	3,480,206	1.3%	1,733,234	Hybrid ARM	60	3,154,064
22	10YR-H		1	East End Townhomes	1	10	4/7/2017	6/1/2017	5/1/2037	3,360,000	3,360,000	1.3%	2,027,037	Hybrid ARM	120	2,937,606
23	5YR-H		1	The Normandy Apartments	1	10	7/7/2017	9/1/2017	8/1/2037	3,180,000	3,180,000	1.2%	1,698,341	Hybrid ARM	60	2,930,946
24	7YR-H		1	Kingridge Village Apartments	1	10	4/3/2017	6/1/2017	5/1/2037	3,149,000	3,149,000	1.2%	1,825,887	Hybrid ARM	84	2,894,015
25	10YR-F		1	Dogwood Creek Apartments	1	15	2/14/2017	4/1/2017	3/1/2027	3,160,000	3,131,489	1.2%	2,395,390	Fixed	N/A	N/A
26	7YR-F		1	Rookwood Court And The Oakley Apartments	1	10	5/30/2017	7/1/2017	6/1/2024	3,100,000	3,100,000	1.2%	2,828,880	Fixed	N/A	N/A
27	10YR-H		1	Pearl Plaza Apartments	1	10	6/30/2017	8/1/2017	7/1/2037	3,025,000	3,025,000	1.2%	1,801,509	Hybrid ARM	120	2,631,049
28	10YR-F		1	Cooper Meadows	1	10	6/15/2017	8/1/2017	7/1/2027	3,000,000	3,000,000	1.2%	2,627,693	Fixed	N/A	N/A
29	7YR-H		1	Emerald Villa Apartments	1	10	4/7/2017	6/1/2017	5/1/2037	3,000,000	3,000,000	1.2%	1,680,552	Hybrid ARM	84	2,731,335
30	10YR-H		1	Lakeview Terrace	1	10	6/7/2017	8/1/2017	7/1/2037	2,948,000	2,948,000	1.1%	1,769,675	Hybrid ARM	120	2,572,568
31	5YR-H		1	Santa Barbara Arms Apartments	1	10	7/12/2017	9/1/2017	8/1/2037	2,908,000	2,904,100	1.1%	1,449,265	Hybrid ARM	60	2,637,310
32	10YR-H		1	Norma Street Apartments	1	10	2/23/2017	4/1/2017	3/1/2037	2,900,000	2,900,000	1.1%	1,793,490	Hybrid ARM	120	2,559,168
33	7YR-F		1	Caroline Apartments	1	10	2/17/2017	4/1/2017	3/1/2024	2,850,000	2,850,000	1.1%	2,587,331	Fixed	N/A	N/A
34	7YR-F		1	Grassy Pond Apartments	1	10	2/17/2017	4/1/2017	3/1/2024	2,780,000	2,780,000	1.1%	2,523,782	Fixed	N/A	N/A
35	10YR-F		1	Surrey Park Apartments	1	10	5/8/2017	7/1/2017	6/1/2027	2,625,000	2,615,647	1.0%	2,136,687	Fixed	N/A	N/A
36	5YR-F		1	Montevista Apartments Homes	1	10	5/10/2017	7/1/2017	6/1/2022	2,600,000	2,589,472	1.0%	2,362,811	Fixed	N/A	N/A
37	5YR-H		1	183 Washington Avenue	1	10	4/4/2017	6/1/2017	5/1/2037	2,560,000	2,560,000	1.0%	1,367,402	Hybrid ARM	60	2,359,543
38	5YR-H		1	Wavcrest Avenue Apartments	1	10	4/27/2017	6/1/2017	5/1/2037	2,500,000	2,500,000	1.0%	1,348,324	Hybrid ARM	60	2,325,814
39	5YR-F		1	Jennifer Place Apartments	1	10	7/10/2017	9/1/2017	8/1/2022	2,475,000	2,472,326	1.0%	2,280,125	Fixed	N/A	N/A
40	5YR-H		1	8410 South Figueroa	1	10	6/28/2017	8/1/2017	7/1/2037	2,432,000	2,432,000	0.9%	1,301,879	Hybrid ARM	60	2,246,003
41	10YR-F		1	Greenbriar Mill	1	10	2/17/2017	4/1/2017	3/1/2027	2,401,000	2,401,000	0.9%	2,094,778	Fixed	N/A	N/A
42	5YR-H		1	Lowell Colony Apartments	1	10	2/15/2017	4/1/2017	3/1/2037	2,400,000	2,400,000	0.9%	1,282,786	Hybrid ARM	60	2,213,338
43	10YR-F		1	Midland Townhomes	1	10	4/18/2017	6/1/2017	5/1/2027	2,400,000	2,400,000	0.9%	2,112,242	Fixed	N/A	N/A
44	10YR-F		1	Plyers Apartments	1	10	2/21/2017	4/1/2017	3/1/2027	2,390,000	2,390,000	0.9%	2,084,201	Fixed	N/A	N/A
45	5YR-H		1	359 Parke Street	1	10	7/25/2017	9/1/2017	8/1/2037	2,365,000	2,362,053	0.9%	1,185,399	Hybrid ARM	60	2,157,137
46	10YR-F		1	Galewood Village Apartments	1	10	6/1/2017	7/1/2017	6/1/2027	2,300,000	2,300,000	0.9%	2,019,116	Fixed	N/A	N/A
47	10YR-H		1	Chatham Portfolio II	1	10	5/16/2017	7/1/2017	6/1/2037	2,280,000	2,280,000	0.9%	1,285,109	Hybrid ARM	120	1,937,407
48	10YR-H		1	Chatham Portfolio III	1	10	7/18/2017	9/1/2017	8/1/2037	2,260,000	2,260,000	0.9%	1,266,539	Hybrid ARM	120	1,914,065
49	10YR-H		1	Jeffery Place Apartments	1	10	5/2/2017	7/1/2017	6/1/2037	2,240,000	2,240,000	0.9%	1,357,113	Hybrid ARM	120	1,961,498
50	10YR-F		1	Arbors Of Boerne Apartments	1	10	5/8/2017	7/1/2017	6/1/2027	2,150,000	2,142,532	0.8%	1,757,093	Fixed	N/A	N/A
51	5YR-H		1	Sabal Palm Apartments	1	10	7/27/2017	9/1/2017	8/1/2037	2,115,000	2,112,090	0.8%	1,052,008	Hybrid ARM	60	1,914,159
52	10YR-F		1	Villa Conchita	1	10	7/14/2017	9/1/2017	8/1/2027	2,100,000	2,097,667	0.8%	1,715,630	Fixed	N/A	N/A
53	5YR-H		1	Patrick Henry Apartments	1	10	7/25/2017	9/1/2017	8/1/2037	2,080,000	2,077,769	0.8%	1,066,042	Hybrid ARM	60	1,917,101
54	10YR-F		1	Avondale Apartments	1	10	4/7/2017	6/1/2017	5/1/2027	2,070,000	2,070,000	0.8%	1,823,852	Fixed	N/A	N/A
55	5YR-H		1	444 Park Avenue	1	10	6/8/2017	8/1/2017	7/1/2037	2,030,000	2,024,650	0.8%	1,013,372	Hybrid ARM	60	1,843,905
56	10YR-H		1	Park Crest Apartments	1	10	3/30/2017	5/1/2017	4/1/2037	2,000,000	2,000,000	0.8%	1,198,867	Hybrid ARM	120	1,742,382
57	5YR-H		1	Villa Rica Apartments	1	10	7/27/2017	9/1/2017	8/1/2037	1,991,000	1,988,261	0.8%	990,206	Hybrid ARM	60	1,801,934
58	5YR-H		1	1556 6th Avenue	1	10	6/12/2017	8/1/2017	7/1/2037	1,968,000	1,968,000	0.8%	1,053,494	Hybrid ARM	60	1,817,490
59	10YR-F		1	The Cottages At Lakesite	1	10	6/23/2017	8/1/2017	7/1/2027	1,950,000	1,945,343	0.8%	1,576,569	Fixed	N/A	N/A
60	10YR-F		1	2847 Gainesville Street Southeast	1	10	4/27/2017	6/1/2017	5/1/2027	1,917,000	1,917,000	0.7%	1,615,038	Fixed	N/A	N/A
61	7YR-F		1	Tahoe Gardens	1	10	4/4/2017	6/1/2017	5/1/2024	1,850,000	1,850,000	0.7%	1,686,849	Fixed	N/A	N/A
62	7YR-H		1	College Grove	1	10	7/14/2017	9/1/2017	8/1/2037	1,820,000	1,820,000	0.7%	1,018,564	Hybrid ARM	84	1,655,576
63	10YR-F		1	Tammie Jay Apartments	1	10	6/8/2017	8/1/2017	7/1/2027	1,820,000	1,815,779	0.7%	1,478,014	Fixed	N/A	N/A
64	10YR-H		1	Northpointe Apartments	1	10	7/10/2017	9/1/2017	8/1/2037	1,802,000	1,802,000	0.7%	1,069,728	Hybrid ARM	120	1,562,390
65	5YR-H		1	Caribbean Apartments	1	10	7/27/2017	9/1/2017	8/1/2037	1,804,000	1,801,518	0.7%	897,203	Hybrid ARM	60	1,632,692
66	7YR-H		1	Stonegate Square Apartments	1	10	3/27/2017	5/1/2017	4/1/2037	1,800,000	1,800,000	0.7%	1,022,276	Hybrid ARM	84	1,645,806

Exhibit A-1 FRESB 2017-SB38

Loan No. /		Number of	Property Name	Payment	Late Charge	Note Date	First Payment	Maturity	Original Loan	Cut-Off Date	% of Cut-Off	Maturity	Mortgage Type			
Property No.	Loan Group(1)												Footnotes	Properties	Date	Grace Period
67	5YR-H		1	728a Rogers Avenue	1	10	5/31/2017	7/1/2017	6/1/2037	1,715,000	1,715,000	0.7%	924,925	Hybrid ARM	60	1,595,480
68	5YR-H		1	1601 South Gramercy Place	1	10	6/12/2017	8/1/2017	7/1/2037	1,655,000	1,655,000	0.6%	885,385	Hybrid ARM	60	1,527,568
69	10YR-F		1	Hidden Village Apartments	1	10	6/30/2017	8/1/2017	7/1/2027	1,617,000	1,613,173	0.6%	1,309,135	Fixed	N/A	N/A
70	5YR-H		1	Norpoint Ridge Apartments	1	10	3/31/2017	5/1/2017	4/1/2037	1,600,000	1,600,000	0.6%	859,232	Hybrid ARM	60	1,482,129
71	5YR-H		1	Riverside Townhomes	1	10	2/27/2017	4/1/2017	3/1/2037	1,600,000	1,600,000	0.6%	1,084,510	Hybrid ARM	60	1,600,000
72	10YR-F		1	233-301 Old Dixie Highway	1	10	6/29/2017	8/1/2017	7/1/2027	1,600,000	1,596,479	0.6%	1,309,419	Fixed	N/A	N/A
73	5YR-H		1	906-910 Hyde Park Avenue	1	10	4/12/2017	6/1/2017	5/1/2037	1,560,000	1,560,000	0.6%	839,906	Hybrid ARM	60	1,448,809
74	10YR-F		1	Capitol Manor Apartments	1	10	2/28/2017	4/1/2017	3/1/2027	1,550,000	1,550,000	0.6%	1,354,528	Fixed	N/A	N/A
75	10YR-F		1	River Stone Apartments	1	10	5/24/2017	7/1/2017	6/1/2027	1,537,000	1,537,000	0.6%	1,346,832	Fixed	N/A	N/A
76	7YR-F		1	Chelsea Apartments	1	15	7/13/2017	9/1/2017	8/1/2024	1,500,000	1,498,244	0.6%	1,315,486	Fixed	N/A	N/A
77	7YR-F		1	Briardale Apartments	1	10	7/28/2017	9/1/2017	8/1/2024	1,480,000	1,477,733	0.6%	1,239,982	Fixed	N/A	N/A
78	10YR-F		1	2701 Avenue East	1	10	6/29/2017	8/1/2017	7/1/2027	1,480,000	1,476,743	0.6%	1,211,213	Fixed	N/A	N/A
79	10YR-F		1	Bronzeville Apartments	1	10	7/18/2017	9/1/2017	8/1/2027	1,464,000	1,462,057	0.6%	1,163,303	Fixed	N/A	N/A
80	10YR-F		1	1288 West Sunset Boulevard	1	10	2/28/2017	4/1/2017	3/1/2027	1,445,000	1,434,224	0.6%	1,168,715	Fixed	N/A	N/A
81	10YR-F		1	Mead Street Portfolio	1	10	5/25/2017	7/1/2017	6/1/2027	1,400,000	1,400,000	0.5%	1,191,582	Fixed	N/A	N/A
82	10YR-F		1	Riverview Heights	1	10	4/21/2017	6/1/2017	5/1/2027	1,400,000	1,400,000	0.5%	1,230,196	Fixed	N/A	N/A
83	10YR-F		1	Urbane On Sixth	1	10	6/20/2017	8/1/2017	7/1/2027	1,390,000	1,386,747	0.5%	1,127,279	Fixed	N/A	N/A
84	5YR-H		1	2022 South Throop Street	1	10	6/30/2017	8/1/2017	7/1/2037	1,330,000	1,330,000	0.5%	715,094	Hybrid ARM	60	1,233,539
85	10YR-F		1	4510 Georgia Avenue Northwest	1	10	6/22/2017	8/1/2017	7/1/2027	1,287,000	1,283,933	0.5%	1,040,893	Fixed	N/A	N/A
86	10YR-F		1	Old Colony Apartments	1	10	4/6/2017	6/1/2017	5/1/2027	1,250,000	1,250,000	0.5%	1,046,436	Fixed	N/A	N/A
87	5YR-H		1	2925 Van Buren Place	1	10	6/28/2017	8/1/2017	7/1/2037	1,233,000	1,233,000	0.5%	659,625	Hybrid ARM	60	1,138,061
88	10YR-F		1	Saint Anthony Park Apartments	1	10	7/24/2017	9/1/2017	8/1/2027	1,200,000	1,200,000	0.5%	1,041,190	Fixed	N/A	N/A
89	10YR-F		1	Parkway Apartments	1	10	6/21/2017	8/1/2017	7/1/2027	1,182,000	1,178,964	0.5%	944,677	Fixed	N/A	N/A
90	5YR-H		1	831 Wilton	1	10	7/28/2017	9/1/2017	8/1/2037	1,170,000	1,170,000	0.5%	627,191	Hybrid ARM	60	1,082,011
91	5YR-F		1	Lakewood Townhome Apartments	1	10	4/25/2017	6/1/2017	5/1/2022	1,175,000	1,169,647	0.5%	1,081,363	Fixed	N/A	N/A
92	5YR-H		1	2252 North Cleveland Avenue	1	10	4/28/2017	6/1/2017	5/1/2037	1,160,000	1,160,000	0.4%	622,603	Hybrid ARM	60	1,073,968
93	10YR-F		1	Victoria Apartments	1	10	6/13/2017	8/1/2017	7/1/2027	1,138,000	1,135,147	0.4%	913,056	Fixed	N/A	N/A
94	10YR-F		1	Edgewood Mews Apartments	1	10	4/28/2017	6/1/2017	5/1/2027	1,120,000	1,120,000	0.4%	934,512	Fixed	N/A	N/A
95	10YR-F		1	Palmway Apartments	1	10	5/30/2017	7/1/2017	6/1/2027	1,120,000	1,120,000	0.4%	987,654	Fixed	N/A	N/A
96	10YR-F		1	1855 Good Hope Road Southeast	1	10	5/24/2017	7/1/2017	6/1/2027	1,100,000	1,095,617	0.4%	878,789	Fixed	N/A	N/A
97	10YR-F		1	Hollenden Apartments	1	10	3/8/2017	5/1/2017	4/1/2027	1,090,000	1,090,000	0.4%	958,630	Fixed	N/A	N/A
98	7YR-H		1	80 Sherman Avenue Apartments	1	10	5/31/2017	7/1/2017	6/1/2037	1,084,000	1,084,000	0.4%	594,912	Hybrid ARM	84	N/A
99	10YR-F		1	Kingsland Court	1	15	5/31/2017	7/1/2017	6/1/2027	1,085,000	1,080,918	0.4%	875,361	Fixed	N/A	875,361
100	5YR-H		1	428 East 162nd Street	1	10	5/17/2017	7/1/2017	6/1/2037	1,065,000	1,065,000	0.4%	575,864	Hybrid ARM	60	993,356
101	5YR-H		1	3043 17th Avenue Apartments	1	10	5/12/2017	7/1/2017	6/1/2037	1,060,000	1,060,000	0.4%	569,150	Hybrid ARM	60	981,773
102	5YR-H		1	1449 And 1453 North Sedgwick Street	1	10	5/15/2017	7/1/2017	6/1/2037	1,000,000	1,000,000	0.4%	537,226	Hybrid ARM	60	926,706
103	5YR-H		1	3739 North Greenview Avenue	1	10	3/31/2017	5/1/2017	4/1/2037	1,000,000	1,000,000	0.4%	538,256	Hybrid ARM	60	928,463
104	5YR-H		1	652 Soundview Avenue	1	10	4/19/2017	6/1/2017	5/1/2037	1,000,000	994,374	0.4%	497,501	Hybrid ARM	60	905,220
105	5YR-H		1	10310 South Broadway	1	10	6/28/2017	8/1/2017	7/1/2037	816,000	816,000	0.3%	436,815	Hybrid ARM	60	753,594



Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Interest Adjustment Period (months)	First Interest Adjustment Date In Trust(6)	Rate Index(7)	Margin	Gross Interest Rate(8)	Administration Fee Rate(9)	Net Mortgage Interest Rate	Rate Rounding Methodology	Interest Accrual Period Day Of Month (Start/End)(7)(10)
1	10YR-H		1	Tempo Apartments	6	7/1/2027	6-MO LIBOR	2.7500%	4.2500%	0.5592%	3.6908%	Truncated to 5th decimal	First/Last (Arrears)
2	10YR-H		1	Urban 55 Apartment Homes	6	4/1/2027	6-MO LIBOR	2.7500%	4.4000%	0.5592%	3.8408%	Truncated to 5th decimal	First/Last (Arrears)
3	10YR-F		1	Cambridge Apartments	N/A	N/A	N/A	N/A	4.7500%	0.5592%	4.1908%	N/A	N/A
4	5YR-H		1	Whispering Palms Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.8400%	0.3892%	3.4508%	Truncated to 5th decimal	First/Last (Arrears)
5	10YR-F		1	Pasadena Apartments	N/A	N/A	N/A	N/A	4.5100%	0.5592%	3.9508%	N/A	N/A
6	10YR-H		1	825 West Sunnyside Avenue	6	6/1/2027	6-MO LIBOR	2.7500%	4.3700%	0.5592%	3.8108%	Truncated to 5th decimal	First/Last (Arrears)
7	7YR-F		1	Rosemont Apartments	N/A	N/A	N/A	N/A	4.2700%	0.5592%	3.7108%	N/A	N/A
8	10YR-H		1	High Point In The Park Apartments	6	3/1/2027	6-MO LIBOR	2.7500%	4.2800%	0.5592%	3.7208%	Truncated to 5th decimal	First/Last (Arrears)
9	10YR-H		1	Wind Chase Village Apartments	6	5/1/2027	6-MO LIBOR	2.7500%	5.0400%	0.5592%	4.4808%	Truncated to 5th decimal	First/Last (Arrears)
10	5YR-H		1	Valjean Apartments	6	4/1/2022	6-MO LIBOR	3.2500%	3.7600%	0.3892%	3.3708%	Truncated to 5th decimal	First/Last (Arrears)
11	10YR-F		1	Cross Creek Gardens Apartments	N/A	N/A	N/A	N/A	4.6300%	0.5592%	4.0708%	N/A	N/A
12	5YR-H		1	Whitely Manor Apartments	6	7/1/2022	6-MO LIBOR	3.2500%	3.6400%	0.3892%	3.2508%	Truncated to 5th decimal	First/Last (Arrears)
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	6	5/1/2022	6-MO LIBOR	3.2500%	3.7700%	0.3892%	3.3808%	Truncated to 5th decimal	First/Last (Arrears)
14	7YR-H		1	Oakwood Terrace Apartments	6	3/1/2024	6-MO LIBOR	2.7500%	4.4100%	0.5592%	3.8508%	Truncated to 5th decimal	First/Last (Arrears)
15	10YR-H		1	Urban Edge Apartment Homes	6	4/1/2027	6-MO LIBOR	2.7500%	4.5200%	0.5592%	3.9608%	Truncated to 5th decimal	First/Last (Arrears)
16	10YR-F		1	Coral Ridge Apartments	N/A	N/A	N/A	N/A	4.7700%	0.5592%	4.2108%	N/A	N/A
17	5YR-F		1	Fabric Lofts	N/A	N/A	N/A	N/A	4.1100%	0.5592%	3.5508%	N/A	N/A
18	10YR-F		1	University Place Apartments	N/A	N/A	N/A	N/A	4.1500%	0.5592%	3.5908%	N/A	N/A
19	10YR-H		1	Chatham Portfolio I									
20	10YR-H		1	Wadsworth Arms Apartments	6	7/1/2027	6-MO LIBOR	2.7500%	4.2100%	0.5592%	3.6508%	Truncated to 5th decimal	First/Last (Arrears)
21	5YR-H		1	Del Rio Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.8400%	0.3892%	3.4508%	Truncated to 5th decimal	First/Last (Arrears)
22	10YR-H		1	East End Townhomes	6	5/1/2027	6-MO LIBOR	2.7500%	4.4500%	0.5592%	3.8908%	Truncated to 5th decimal	First/Last (Arrears)
23	5YR-H		1	The Normandy Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.5400%	0.3892%	3.1508%	Truncated to 5th decimal	First/Last (Arrears)
24	7YR-H		1	Kingridge Village Apartments	6	5/1/2024	6-MO LIBOR	2.7500%	4.7600%	0.5592%	4.2008%	Truncated to 5th decimal	First/Last (Arrears)
25	10YR-F		1	Dogwood Creek Apartments	N/A	N/A	N/A	N/A	5.3800%	0.5592%	4.8208%	N/A	N/A
26	7YR-F		1	Rookwood Court And The Oakley Apartments	N/A	N/A	N/A	N/A	4.3200%	0.5592%	3.7608%	N/A	N/A
27	10YR-H		1	Pearl Plaza Apartments	6	7/1/2027	6-MO LIBOR	2.7500%	4.2300%	0.5592%	3.6708%	Truncated to 5th decimal	First/Last (Arrears)
28	10YR-F		1	Cooper Meadows	N/A	N/A	N/A	N/A	4.5300%	0.5592%	3.9708%	N/A	N/A
29	7YR-H		1	Emerald Villa Apartments	6	5/1/2024	6-MO LIBOR	2.7500%	4.1800%	0.5592%	3.6208%	Truncated to 5th decimal	First/Last (Arrears)
30	10YR-H		1	Lakeview Terrace	6	7/1/2027	6-MO LIBOR	2.7500%	4.3700%	0.5592%	3.8108%	Truncated to 5th decimal	First/Last (Arrears)
31	5YR-H		1	Santa Barbara Arms Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.9600%	0.3892%	3.5708%	Truncated to 5th decimal	First/Last (Arrears)
32	10YR-H		1	Norma Street Apartments	6	3/1/2027	6-MO LIBOR	2.7500%	4.8600%	0.5592%	4.3008%	Truncated to 5th decimal	First/Last (Arrears)
33	7YR-F		1	Caroline Apartments	N/A	N/A	N/A	N/A	4.0100%	0.5592%	3.4508%	N/A	N/A
34	7YR-F		1	Grassy Pond Apartments	N/A	N/A	N/A	N/A	4.0100%	0.5592%	3.4508%	N/A	N/A
35	10YR-F		1	Surrey Park Apartments	N/A	N/A	N/A	N/A	4.7000%	0.5592%	4.1408%	N/A	N/A
36	5YR-F		1	Montevista Apartments Homes	N/A	N/A	N/A	N/A	4.0800%	0.3892%	3.6908%	N/A	N/A
37	5YR-H		1	183 Washington Avenue	6	5/1/2022	6-MO LIBOR	3.2500%	3.5400%	0.3892%	3.1508%	Truncated to 5th decimal	First/Last (Arrears)
38	5YR-H		1	Wavcrest Avenue Apartments	6	5/1/2022	6-MO LIBOR	3.2500%	4.2200%	0.3892%	3.8308%	Truncated to 5th decimal	First/Last (Arrears)
39	5YR-F		1	Jennifer Place Apartments	N/A	N/A	N/A	N/A	4.9300%	0.5592%	4.3708%	N/A	N/A
40	5YR-H		1	8410 South Figueroa	6	7/1/2022	6-MO LIBOR	3.2500%	3.6800%	0.3892%	3.2908%	Truncated to 5th decimal	First/Last (Arrears)
41	10YR-F		1	Greenbriar Mill	N/A	N/A	N/A	N/A	4.3600%	0.5592%	3.8008%	N/A	N/A
42	5YR-H		1	Lowell Colony Apartments	6	3/1/2022	6-MO LIBOR	3.2500%	3.5800%	0.3892%	3.1908%	Truncated to 5th decimal	First/Last (Arrears)
43	10YR-F		1	Midland Townhomes	N/A	N/A	N/A	N/A	4.7400%	0.5592%	4.1808%	N/A	N/A
44	10YR-F		1	Plyers Apartments	N/A	N/A	N/A	N/A	4.3400%	0.5592%	3.7808%	N/A	N/A
45	5YR-H		1	359 Parke Street	6	8/1/2022	6-MO LIBOR	3.2500%	4.3000%	0.3892%	3.9108%	Truncated to 5th decimal	First/Last (Arrears)
46	10YR-F		1	Galewood Village Apartments	N/A	N/A	N/A	N/A	4.6300%	0.5592%	4.0708%	N/A	N/A
47	10YR-H		1	Chatham Portfolio II	6	6/1/2027	6-MO LIBOR	2.7500%	4.3100%	0.5592%	3.7508%	Truncated to 5th decimal	First/Last (Arrears)
48	10YR-H		1	Chatham Portfolio III	6	8/1/2027	6-MO LIBOR	2.7500%	4.1900%	0.5592%	3.6308%	Truncated to 5th decimal	First/Last (Arrears)
49	10YR-H		1	Jeffery Place Apartments	6	6/1/2027	6-MO LIBOR	2.7500%	4.5200%	0.5592%	3.9608%	Truncated to 5th decimal	First/Last (Arrears)
50	10YR-F		1	Arbors Of Boerne Apartments	N/A	N/A	N/A	N/A	4.8200%	0.5592%	4.2608%	N/A	N/A
51	5YR-H		1	Sabal Palm Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.8400%	0.3892%	3.4508%	Truncated to 5th decimal	First/Last (Arrears)
52	10YR-F		1	Villa Conchita	N/A	N/A	N/A	N/A	4.8100%	0.5592%	4.2508%	N/A	N/A
53	5YR-H		1	Patrick Henry Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	4.9600%	0.5592%	4.4008%	Truncated to 5th decimal	First/Last (Arrears)
54	10YR-F		1	Avondale Apartments	N/A	N/A	N/A	N/A	4.7900%	0.5592%	4.2308%	N/A	N/A
55	5YR-H		1	444 Park Avenue	6	7/1/2022	6-MO LIBOR	3.2500%	4.0500%	0.3892%	3.6608%	Truncated to 5th decimal	First/Last (Arrears)
56	10YR-H		1	Park Crest Apartments	6	4/1/2027	6-MO LIBOR	2.7500%	5.2700%	0.5592%	4.7108%	Truncated to 5th decimal	First/Last (Arrears)
57	5YR-H		1	Villa Rica Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.8400%	0.3892%	3.4508%	Truncated to 5th decimal	First/Last (Arrears)
58	5YR-H		1	1556 6th Avenue	6	7/1/2022	6-MO LIBOR	3.2500%	3.6800%	0.3892%	3.2908%	Truncated to 5th decimal	First/Last (Arrears)
59	10YR-F		1	The Cottages At Lakesite	N/A	N/A	N/A	N/A	4.5000%	0.5592%	3.9408%	N/A	N/A
60	10YR-F		1	2847 Gainesville Street Southeast	N/A	N/A	N/A	N/A	4.0000%	0.5592%	3.4408%	N/A	N/A
61	7YR-F		1	Tahoe Gardens	N/A	N/A	N/A	N/A	4.2700%	0.5592%	3.7108%	N/A	N/A
62	7YR-H		1	College Grove	6	8/1/2024	6-MO LIBOR	2.7500%	4.1300%	0.5592%	3.5708%	Truncated to 5th decimal	First/Last (Arrears)
63	10YR-F		1	Tammie Jay Apartments	N/A	N/A	N/A	N/A	4.6300%	0.5592%	4.0708%	N/A	N/A
64	10YR-H		1	Northpointe Apartments	6	8/1/2027	6-MO LIBOR	2.7500%	4.1000%	0.5592%	3.5408%	Truncated to 5th decimal	First/Last (Arrears)
65	5YR-H		1	Caribbean Apartments	6	8/1/2022	6-MO LIBOR	3.2500%	3.8400%	0.3892%	3.4508%	Truncated to 5th decimal	First/Last (Arrears)
66	7YR-H		1	Stonegate Square Apartments	6	4/1/2024	6-MO LIBOR	2.7500%	4.4400%	0.5592%	3.8808%	Truncated to 5th decimal	First/Last (Arrears)

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Interest Adjustment Period (months)	First Interest Adjustment Date In Trust(6)	Rate Index(7)	Margin	Gross Interest Rate(8)	Administration Fee Rate(9)	Net Mortgage Interest Rate	Rate Rounding Methodology	Interest Accrual Period Day Of Month (Start/End)(7)(10)
67	5YR-H		1	728a Rogers Avenue	6	6/1/2022	6-MO LIBOR	3.2500%	4.2200%	0.3892%	3.8308%	Truncated to 5th decimal	First/Last (Arrears)
68	5YR-H		1	1601 South Gramercy Place	6	7/1/2022	6-MO LIBOR	3.2500%	3.6400%	0.3892%	3.2508%	Truncated to 5th decimal	First/Last (Arrears)
69	10YR-F		1	Hidden Village Apartments	N/A	N/A	N/A	N/A	4.5400%	0.5592%	3.9808%	N/A	N/A
70	5YR-H		1	Norpoint Ridge Apartments	6	4/1/2022	6-MO LIBOR	3.2500%	3.9000%	0.3892%	3.5108%	Truncated to 5th decimal	First/Last (Arrears)
71	5YR-H		1	Riverside Townhomes	6	3/1/2022	6-MO LIBOR	3.2500%	3.9700%	0.3892%	3.5808%	Truncated to 5th decimal	First/Last (Arrears)
72	10YR-F		1	233-301 Old Dixie Highway	N/A	N/A	N/A	N/A	4.8600%	0.5592%	4.3008%	N/A	N/A
73	5YR-H		1	906-910 Hyde Park Avenue	6	5/1/2022	6-MO LIBOR	3.2500%	4.0900%	0.3892%	3.7008%	Truncated to 5th decimal	First/Last (Arrears)
74	10YR-F		1	Capitol Manor Apartments	N/A	N/A	N/A	N/A	4.4300%	0.5592%	3.8708%	N/A	N/A
75	10YR-F		1	River Stone Apartments	N/A	N/A	N/A	N/A	4.5500%	0.5592%	3.9908%	N/A	N/A
76	7YR-F		1	Chelsea Apartments	N/A	N/A	N/A	N/A	4.5800%	0.5592%	4.0208%	N/A	N/A
77	7YR-F		1	Briardale Apartments	N/A	N/A	N/A	N/A	5.0300%	0.5592%	4.4708%	N/A	N/A
78	10YR-F		1	2701 Avenue East	N/A	N/A	N/A	N/A	4.8600%	0.5592%	4.3008%	N/A	N/A
79	10YR-F		1	Bronzeville Apartments	N/A	N/A	N/A	N/A	4.0100%	0.5592%	3.4508%	N/A	N/A
80	10YR-F		1	1288 West Sunset Boulevard	N/A	N/A	N/A	N/A	4.5100%	0.5592%	3.9508%	N/A	N/A
81	10YR-F		1	Mead Street Portfolio	N/A	N/A	N/A	N/A	4.3700%	0.5592%	3.8108%	N/A	N/A
82	10YR-F		1	Riverview Heights	N/A	N/A	N/A	N/A	4.6700%	0.5592%	4.1108%	N/A	N/A
83	10YR-F		1	Urbane On Sixth	N/A	N/A	N/A	N/A	4.5900%	0.5592%	4.0308%	N/A	N/A
84	5YR-H		1	2022 South Throop Street	6	7/1/2022	6-MO LIBOR	3.2500%	3.9900%	0.3892%	3.6008%	Truncated to 5th decimal	First/Last (Arrears)
85	10YR-F		1	4510 Georgia Avenue Northwest	N/A	N/A	N/A	N/A	4.5100%	0.5592%	3.9508%	N/A	N/A
86	10YR-F		1	Old Colony Apartments	N/A	N/A	N/A	N/A	4.7100%	0.5592%	4.1508%	N/A	N/A
87	5YR-H		1	2925 Van Buren Place	6	7/1/2022	6-MO LIBOR	3.2500%	3.6400%	0.3892%	3.2508%	Truncated to 5th decimal	First/Last (Arrears)
88	10YR-F		1	Saint Anthony Park Apartments	N/A	N/A	N/A	N/A	4.1300%	0.5592%	3.5708%	N/A	N/A
89	10YR-F		1	Parkway Apartments	N/A	N/A	N/A	N/A	4.1700%	0.5592%	3.6108%	N/A	N/A
90	5YR-H		1	831 Wilton	6	8/1/2022	6-MO LIBOR	3.2500%	3.7800%	0.3892%	3.3908%	Truncated to 5th decimal	First/Last (Arrears)
91	5YR-F		1	Lakewood Townhome Apartments	N/A	N/A	N/A	N/A	4.8600%	0.5592%	4.3008%	N/A	N/A
92	5YR-H		1	2252 North Cleveland Avenue	6	5/1/2022	6-MO LIBOR	3.2500%	3.8600%	0.3892%	3.4708%	Truncated to 5th decimal	First/Last (Arrears)
93	10YR-F		1	Victoria Apartments	N/A	N/A	N/A	N/A	4.2800%	0.5592%	3.7208%	N/A	N/A
94	10YR-F		1	Edgewood Mews Apartments	N/A	N/A	N/A	N/A	4.6000%	0.5592%	4.0408%	N/A	N/A
95	10YR-F		1	Palmway Apartments	N/A	N/A	N/A	N/A	4.8300%	0.5592%	4.2708%	N/A	N/A
96	10YR-F		1	1855 Good Hope Road Southeast	N/A	N/A	N/A	N/A	4.1600%	0.5592%	3.6008%	N/A	N/A
97	10YR-F		1	Hollenden Apartments	N/A	N/A	N/A	N/A	4.7100%	0.5592%	4.1508%	N/A	N/A
98	7YR-H		1	80 Sherman Avenue Apartments	6	6/1/2024	6-MO LIBOR	2.7500%	4.9000%	0.5592%	4.3408%	Truncated to 5th decimal	First/Last (Arrears)
99	10YR-F		1	Kingsland Court	N/A	N/A	N/A	N/A	4.4400%	0.5592%	3.8808%	N/A	N/A
100	5YR-H		1	428 East 162nd Street	6	6/1/2022	6-MO LIBOR	3.2500%	4.4200%	0.3892%	4.0308%	Truncated to 5th decimal	First/Last (Arrears)
101	5YR-H		1	3043 17th Avenue Apartments	6	6/1/2022	6-MO LIBOR	3.2500%	3.8900%	0.5592%	3.3308%	Truncated to 5th decimal	First/Last (Arrears)
102	5YR-H		1	1449 And 1453 North Sedgwick Street	6	6/1/2022	6-MO LIBOR	3.2500%	3.9300%	0.3892%	3.5408%	Truncated to 5th decimal	First/Last (Arrears)
103	5YR-H		1	3739 North Greenview Avenue	6	4/1/2022	6-MO LIBOR	3.2500%	4.0700%	0.3892%	3.6808%	Truncated to 5th decimal	First/Last (Arrears)
104	5YR-H		1	652 Soundview Avenue	6	5/1/2022	6-MO LIBOR	3.2500%	3.8500%	0.3892%	3.4608%	Truncated to 5th decimal	First/Last (Arrears)
105	5YR-H		1	10310 South Broadway	6	7/1/2022	6-MO LIBOR	3.2500%	3.6800%	0.3892%	3.2908%	Truncated to 5th decimal	First/Last (Arrears)

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Maximum Interest Adjustment (Lifetime)(11)	Rate Cap (Lifetime)(11)	Periodic Cap(12)	Rate Floor (Lifetime)(13)	Accrual Basis	Loan Amortization Type	Monthly Debt Service Amount (Amortizing)(14)(15)	Monthly Debt Service Amount (IO)(14)(15)	Monthly Debt Service Amount (at Cap)(14)(15)	Amortization Term (Original)
1	10YR-H		1	Tempo Apartments	5.000%	9.250%	1.000%	4.250%	Actual/360	Balloon	34,534	N/A	51,531	360
2	10YR-H		1	Urban 55 Apartment Homes	5.000%	9.400%	1.000%	4.400%	Actual/360	Partial IO	30,046	22,306	46,432	360
3	10YR-F		1	Cambridge Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	30,777	23,679	N/A	360
4	5YR-H		1	Whispering Palms Apartments	5.000%	8.840%	1.000%	3.840%	Actual/360	Balloon	27,303	N/A	43,709	360
5	10YR-F		1	Pasadena Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	26,886	20,196	N/A	360
6	10YR-H		1	825 West Sunnyside Avenue	5.000%	9.370%	1.000%	4.370%	Actual/360	Partial IO	24,950	18,461	39,033	360
7	7YR-F		1	Rosemont Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	24,656	18,039	N/A	360
8	10YR-H		1	High Point In The Park Apartments	5.000%	9.280%	1.000%	4.280%	Actual/360	Partial IO	24,068	17,629	37,277	360
9	10YR-H		1	Wind Chase Village Apartments	5.000%	10.040%	1.000%	5.040%	Actual/360	Partial IO	26,289	20,759	39,737	360
10	5YR-H		1	Valjean Apartments	5.000%	8.760%	1.000%	3.760%	Actual/360	Partial IO	22,025	15,090	35,755	360
11	10YR-F		1	Cross Creek Gardens Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	24,179	N/A	N/A	360
12	5YR-H		1	Whitely Manor Apartments	5.000%	8.640%	1.000%	3.640%	Actual/360	Partial IO	20,679	13,920	34,075	360
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	5.000%	8.770%	1.000%	3.770%	Actual/360	Partial IO	20,427	14,015	33,153	360
14	7YR-H		1	Oakwood Terrace Apartments	5.000%	9.410%	1.000%	4.410%	Actual/360	Partial IO	21,658	16,097	34,248	360
15	10YR-H		1	Urban Edge Apartment Homes	5.000%	9.520%	1.000%	4.520%	Actual/360	Partial IO	21,712	16,326	33,480	360
16	10YR-F		1	Coral Ridge Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	21,568	N/A	N/A	360
17	5YR-F		1	Fabric Lofts	N/A	N/A	N/A	N/A	Actual/360	Partial IO	19,351	13,890	N/A	360
18	10YR-F		1	University Place Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	19,444	N/A	N/A	360
19	10YR-H		1	Chatham Portfolio I										
20	10YR-H		1	Wadsworth Arms Apartments	5.000%	9.210%	1.000%	4.210%	Actual/360	Partial IO	18,605	13,517	28,502	360
21	5YR-H		1	Del Rio Apartments	5.000%	9.350%	1.000%	4.350%	Actual/360	Partial IO	17,603	12,996	27,228	360
22	10YR-H		1	East End Townhomes	5.000%	8.840%	1.000%	3.840%	Actual/360	Balloon	16,318	N/A	26,124	360
23	5YR-H		1	The Normandy Apartments	5.000%	9.450%	1.000%	4.450%	Actual/360	Partial IO	16,925	12,633	26,132	360
24	7YR-H		1	Kingridge Village Apartments	5.000%	8.540%	1.000%	3.540%	Actual/360	Partial IO	14,351	9,511	23,421	360
25	10YR-F		1	Dogwood Creek Apartments	N/A	9.760%	1.000%	4.760%	Actual/360	Partial IO	16,446	12,665	25,810	360
26	7YR-F		1	Rookwood Court And The Oakley Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	19,179	N/A	N/A	300
27	10YR-H		1	Pearl Plaza Apartments	5.000%	9.230%	1.000%	4.230%	Actual/360	Partial IO	15,377	11,315	N/A	360
28	10YR-F		1	Cooper Meadows	N/A	N/A	N/A	N/A	Actual/360	Partial IO	14,846	10,811	23,014	360
29	7YR-H		1	Emerald Villa Apartments	5.000%	9.250%	1.000%	4.250%	Actual/360	Partial IO	15,254	11,482	N/A	360
30	10YR-H		1	Lakeview Terrace	5.000%	9.180%	1.000%	4.180%	Actual/360	Partial IO	14,636	10,595	23,259	360
31	5YR-H		1	Santa Barbara Arms Apartments	5.000%	9.370%	1.000%	4.370%	Actual/360	Partial IO	14,710	10,885	22,746	360
32	10YR-H		1	Norma Street Apartments	5.000%	9.860%	1.000%	4.860%	Actual/360	Balloon	13,816	N/A	22,060	360
33	7YR-F		1	Caroline Apartments	5.000%	9.860%	1.000%	4.860%	Actual/360	Partial IO	15,321	11,908	23,482	360
34	7YR-F		1	Grassy Pond Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	13,623	9,656	N/A	360
35	10YR-F		1	Surrey Park Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	13,288	9,419	N/A	360
36	5YR-F		1	Montevista Apartments Homes	N/A	N/A	N/A	N/A	Actual/360	Balloon	13,614	N/A	N/A	360
37	5YR-H		1	183 Washington Avenue	5.000%	8.540%	1.000%	3.540%	Actual/360	Partial IO	12,533	N/A	N/A	360
38	5YR-H		1	Wavcrest Avenue Apartments	5.000%	8.540%	1.000%	3.540%	Actual/360	Partial IO	11,553	7,657	18,855	360
39	5YR-F		1	Jennifer Place Apartments	5.000%	9.220%	1.000%	4.220%	Actual/360	Partial IO	12,255	8,914	19,677	360
40	5YR-H		1	8410 South Figueroa	N/A	N/A	N/A	N/A	Actual/360	Balloon	13,181	N/A	N/A	360
41	10YR-F		1	Greenbriar Mill	5.000%	8.680%	1.000%	3.680%	Actual/360	Partial IO	11,167	7,562	18,163	360
42	5YR-H		1	Lowell Colony Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	11,967	8,845	N/A	360
43	10YR-F		1	Midland Townhomes	5.000%	8.580%	1.000%	3.580%	Actual/360	Partial IO	10,885	7,259	17,747	360
44	10YR-F		1	Plyers Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	12,505	9,612	N/A	360
45	5YR-H		1	359 Parke Street	5.000%	9.860%	1.000%	4.860%	Actual/360	Partial IO	11,884	8,764	N/A	360
46	10YR-F		1	Galewood Village Apartments	N/A	9.300%	1.000%	4.300%	Actual/360	Balloon	11,704	N/A	18,547	360
47	10YR-H		1	Chatham Portfolio II	N/A	N/A	N/A	N/A	Actual/360	Partial IO	11,832	8,997	N/A	360
48	10YR-H		1	Chatham Portfolio III	5.000%	9.310%	1.000%	4.310%	Actual/360	Partial IO	11,296	8,303	17,277	360
49	10YR-H		1	Jeffery Place Apartments	5.000%	9.190%	1.000%	4.190%	Actual/360	Partial IO	11,039	8,001	16,915	360
50	10YR-F		1	Arbors Of Boerne Apartments	5.000%	9.520%	1.000%	4.520%	Actual/360	Partial IO	11,376	8,555	17,542	360
51	5YR-H		1	Sabal Palm Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	11,306	N/A	N/A	360
52	10YR-F		1	Villa Conchita	5.000%	8.840%	1.000%	3.840%	Actual/360	Balloon	9,903	N/A	15,854	360
53	5YR-H		1	Patrick Henry Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	11,031	N/A	N/A	360
54	10YR-F		1	Avondale Apartments	5.000%	9.960%	1.000%	4.960%	Actual/360	Balloon	11,115	N/A	17,366	360
55	5YR-H		1	444 Park Avenue	N/A	N/A	N/A	N/A	Actual/360	Partial IO	10,848	8,378	N/A	360
56	10YR-H		1	Park Crest Apartments	5.000%	9.050%	1.000%	4.050%	Actual/360	Balloon	9,750	N/A	15,537	360
57	5YR-H		1	Villa Rica Apartments	5.000%	10.270%	1.000%	5.270%	Actual/360	Partial IO	11,069	8,905	16,669	360
58	5YR-H		1	1556 6th Avenue	5.000%	8.840%	1.000%	3.840%	Actual/360	Balloon	9,323	N/A	14,925	360
59	10YR-F		1	The Cottages At Lakesite	5.000%	8.680%	1.000%	3.680%	Actual/360	Partial IO	9,036	6,119	14,698	360
60	10YR-F		1	2847 Gainesville Street Southeast	N/A	N/A	N/A	N/A	Actual/360	Balloon	9,880	N/A	N/A	360
61	7YR-F		1	Tahoe Gardens	N/A	N/A	N/A	N/A	Actual/360	Partial IO	9,152	6,479	N/A	360
62	7YR-H		1	College Grove	5.000%	9.130%	1.000%	4.130%	Actual/360	Partial IO	9,123	6,674	N/A	360
63	10YR-F		1	Tammie Jay Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	8,826	6,351	14,041	360
64	10YR-H		1	Northpointe Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	9,363	N/A	N/A	360
65	5YR-H		1	Caribbean Apartments	5.000%	9.100%	1.000%	4.100%	Actual/360	Partial IO	8,707	6,242	13,529	360
66	7YR-H		1	Stonegate Square Apartments	5.000%	8.840%	1.000%	3.840%	Actual/360	Balloon	8,447	N/A	13,523	360
66	7YR-H		1	Stonegate Square Apartments	5.000%	9.440%	1.000%	4.440%	Actual/360	Partial IO	9,056	6,753	14,311	360

Exhibit A-1 FRESB 2017-SB38

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67	5YR-H		1	728a Rogers Avenue	5.000%	9.220%	1.000%	4.220%	Actual/360	Partial IO	8,407	6,115	13,498	360
68	5YR-H		1	1601 South Gramercy Place	5.000%	8.640%	1.000%	3.640%	Actual/360	Partial IO	7,562	5,090	12,311	360
69	10YR-F		1	Hidden Village Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	8,232	N/A	N/A	360
70	5YR-H		1	Norpoint Ridge Apartments	5.000%	8.900%	1.000%	3.900%	Actual/360	Partial IO	7,547	5,272	12,210	360
71	5YR-H		1	Riverside Townhomes	5.000%	8.970%	1.000%	3.970%	Actual/360	Partial IO	8,346	5,367	12,839	360
72	10YR-F		1	233-301 Old Dixie Highway	N/A	N/A	N/A	N/A	Actual/360	Balloon	8,453	N/A	N/A	360
73	5YR-H		1	906-910 Hyde Park Avenue	5.000%	9.090%	1.000%	4.090%	Actual/360	Partial IO	7,529	5,391	12,126	360
74	10YR-F		1	Capitol Manor Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	7,789	5,802	N/A	360
75	10YR-F		1	River Stone Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	7,833	5,909	N/A	360
76	7YR-F		1	Chelsea Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	7,672	N/A	N/A	360
77	7YR-F		1	Briardale Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	8,678	N/A	N/A	300
78	10YR-F		1	2701 Avenue East	N/A	N/A	N/A	N/A	Actual/360	Balloon	7,819	N/A	N/A	360
79	10YR-F		1	Bronzeville Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	6,998	N/A	N/A	360
80	10YR-F		1	1288 West Sunset Boulevard	N/A	N/A	N/A	N/A	Actual/360	Balloon	7,330	N/A	N/A	360
81	10YR-F		1	Mead Street Portfolio	N/A	N/A	N/A	N/A	Actual/360	Partial IO	6,986	5,169	N/A	360
82	10YR-F		1	Riverview Heights	N/A	N/A	N/A	N/A	Actual/360	Partial IO	7,236	5,524	N/A	360
83	10YR-F		1	Urbane On Sixth	N/A	N/A	N/A	N/A	Actual/360	Balloon	7,117	N/A	N/A	360
84	5YR-H		1	2022 South Throop Street	5.000%	8.990%	1.000%	3.990%	Actual/360	Partial IO	6,342	4,484	10,239	360
85	10YR-F		1	4510 Georgia Avenue Northwest	N/A	N/A	N/A	N/A	Actual/360	Balloon	6,529	N/A	N/A	360
86	10YR-F		1	Old Colony Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	6,490	4,974	N/A	360
87	5YR-H		1	2925 Van Buren Place	5.000%	8.640%	1.000%	3.640%	Actual/360	Partial IO	5,634	3,792	9,172	360
88	10YR-F		1	Saint Anthony Park Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	5,819	4,187	N/A	360
89	10YR-F		1	Parkway Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	5,760	N/A	N/A	360
90	5YR-H		1	831 Wilton	5.000%	8.780%	1.000%	3.780%	Actual/360	Partial IO	5,438	3,737	8,824	360
91	5YR-F		1	Lakewood Townhome Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	6,208	N/A	N/A	360
92	5YR-H		1	2252 North Cleveland Avenue	5.000%	8.860%	1.000%	3.860%	Actual/360	Partial IO	5,445	3,783	8,818	360
93	10YR-F		1	Victoria Apartments	N/A	N/A	N/A	N/A	Actual/360	Balloon	5,618	N/A	N/A	360
94	10YR-F		1	Edgewood Mews Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	5,742	4,353	N/A	360
95	10YR-F		1	Palmway Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	5,897	4,571	N/A	360
96	10YR-F		1	1855 Good Hope Road Southeast	N/A	N/A	N/A	N/A	Actual/360	Balloon	5,354	N/A	N/A	360
97	10YR-F		1	Hollenden Apartments	N/A	N/A	N/A	N/A	Actual/360	Partial IO	5,660	4,338	N/A	360
98	7YR-H		1	80 Sherman Avenue Apartments	5.000%	9.900%	1.000%	4.900%	Actual/360	Partial IO	5,753	4,488	8,908	360
99	10YR-F		1	Kingsland Court	N/A	N/A	N/A	N/A	Actual/360	Balloon	5,459	N/A	N/A	360
100	5YR-H		1	428 East 162nd Street	5.000%	9.420%	1.000%	4.420%	Actual/360	Partial IO	5,346	3,977	8,543	360
101	5YR-H		1	3043 17th Avenue Apartments	5.000%	8.890%	1.000%	3.890%	Actual/360	Partial IO	4,994	3,484	8,081	360
102	5YR-H		1	1449 And 1453 North Sedgwick Street	5.000%	8.930%	1.000%	3.930%	Actual/360	Partial IO	4,734	3,320	7,654	360
103	5YR-H		1	3739 North Greenview Avenue	5.000%	9.070%	1.000%	4.070%	Actual/360	Partial IO	4,815	3,439	7,758	360
104	5YR-H		1	652 Soundview Avenue	5.000%	8.850%	1.000%	3.850%	Actual/360	Balloon	4,688	N/A	7,504	360
105	5YR-H		1	10310 South Broadway	5.000%	8.680%	1.000%	3.680%	Actual/360	Partial IO	3,747	2,537	6,094	360

Exhibit A-1 FRESB 2017-SB38

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1	10YR-H		1	Tempo Apartments	358	240	238	0	2	5%(23) 4%(24) 3%(24) 2%(24) 1%(141) O(4)	4/6/2017	12,000,000	58.4%
2	10YR-H		1	Urban 55 Apartment Homes	360	240	235	36	5	YM1%+1%(119) 1%(117) O(4)	1/23/2017	9,670,000	62.0%
3	10YR-F		1	Cambridge Apartments	360	120	119	24	1	YM1%(116) O(4)	5/4/2017	7,450,000	79.2%
4	5YR-H		1	Whispering Palms Apartments	359	240	239	0	1	YM1%+1%(59) 1%(177) O(4)	5/11/2017	7,500,000	77.6%
5	10YR-F		1	Pasadena Apartments	360	120	117	36	3	YM1%(116) O(4)	2/17/2017	10,300,000	51.5%
6	10YR-H		1	825 West Sunnyside Avenue	360	240	237	48	3	YM1%+1%(119) 1%(117) O(4)	3/9/2017	7,300,000	68.5%
7	7YR-F		1	Rosemont Apartments	360	84	78	12	6	YM1%(80) O(4)	12/27/2016	6,500,000	76.9%
8	10YR-H		1	High Point In The Park Apartments	360	240	234	36	6	5%(23) 4%(24) 3%(24) 2%(24) 1%(141) O(4)	12/12/2016	7,500,000	65.0%
9	10YR-H		1	Wind Chase Village Apartments	360	240	236	24	4	YM1%+1%(119) 1%(117) O(4)	1/27/2017	7,500,000	65.0%
10	5YR-H		1	Valjean Apartments	360	240	235	12	5	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	11/8/2016	6,960,000	68.2%
11	10YR-F		1	Cross Creek Gardens Apartments	356	120	116	0	4	YM1%(116) O(4)	2/1/2017	6,000,000	78.0%
12	5YR-H		1	Whitely Manor Apartments	360	240	238	24	2	YM1%+1%(59) 1%(177) O(4)	4/28/2017	7,250,000	62.4%
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	360	240	236	12	4	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	1/6/2017	5,750,000	76.5%
14	7YR-H		1	Oakwood Terrace Apartments	360	240	234	24	6	YM1%+1%(83) 1%(153) O(4)	1/9/2017	5,630,000	76.7%
15	10YR-H		1	Urban Edge Apartment Homes	360	240	235	36	5	YM1%+1%(119) 1%(117) O(4)	1/23/2017	5,700,000	75.0%
16	10YR-F		1	Coral Ridge Apartments	358	120	118	0	2	YM1%(116) O(4)	5/3/2017	5,600,000	73.5%
17	5YR-F		1	Fabric Lofts	360	60	56	12	4	YM1%(56) O(4)	1/13/2017	5,800,000	69.0%
18	10YR-F		1	University Place Apartments	359	120	119	0	1	YM1%(116) O(4)	5/19/2017	5,400,000	74.0%
19	10YR-H		1	Chatham Portfolio I									
20	10YR-H		1	Wadsworth Arms Apartments	360	240	238	24	2	YM1%+1%(119) 1%(117) O(4)	4/7/2017	4,760,000	79.8%
21	5YR-H		1	Del Rio Apartments	359	240	239	0	1	YM1%+1%(59) 1%(177) O(4)	4/18/2017	4,430,000	79.8%
22	10YR-H		1	East End Townhomes	360	240	236	36	4	YM1%+1%(119) 1%(117) O(4)	5/11/2017	5,100,000	68.2%
23	5YR-H		1	The Normandy Apartments	360	240	239	12	1	YM1%+1%(59) 1%(177) O(4)	2/10/2017	4,200,000	80.0%
24	7YR-H		1	Kingridge Village Apartments	360	240	236	24	4	YM1%+1%(59) 1%(177) O(4)	5/18/2017	5,670,000	56.1%
25	10YR-F		1	Dogwood Creek Apartments	294	120	114	0	6	3%(23) 2%(24) 1%(189) O(4)	2/13/2017	4,230,000	74.4%
26	7YR-F		1	Rookwood Court And The Oakley Apartments	360	84	81	24	3	3%(35) 2%(36) 1%(45) O(4)	12/15/2016	5,500,000	56.9%
27	10YR-H		1	Pearl Plaza Apartments	360	240	238	36	2	YM1%(80) O(4)	2/13/2017	4,200,000	73.8%
28	10YR-F		1	Cooper Meadows	360	120	118	36	2	YM1%+1%(119) 1%(117) O(4)	5/2/2017	4,775,000	63.4%
29	7YR-H		1	Emerald Villa Apartments	360	240	236	24	4	YM1%(116) O(4)	4/12/2017	4,200,000	71.4%
30	10YR-H		1	Lakeview Terrace	360	240	238	36	2	YM1%+1%(83) 1%(153) O(4)	11/18/2016	4,730,000	63.4%
31	5YR-H		1	Santa Barbara Arms Apartments	359	240	239	0	1	YM1%+1%(119) 1%(117) O(4)	3/22/2017	3,700,000	79.7%
32	10YR-H		1	Norma Street Apartments	360	240	234	36	6	3%(11) 2%(12) 1%(33) O(4)	5/16/2017	3,850,000	75.4%
33	7YR-F		1	Caroline Apartments	360	84	78	24	6	YM1%+1%(59) 1%(177) O(4)	12/12/2016	4,390,000	66.1%
34	7YR-F		1	Grassy Pond Apartments	360	84	78	24	6	5%(23) 4%(24) 3%(24) 2%(24) 1%(141) O(4)	12/1/2016	3,700,000	77.0%
35	10YR-F		1	Surrey Park Apartments	357	120	117	0	3	YM1%(80) O(4)	12/1/2016	3,600,000	77.2%
36	5YR-F		1	Montevista Apartments Homes	357	60	57	0	3	YM1%(116) O(4)	2/21/2017	3,500,000	74.7%
37	5YR-H		1	183 Washington Avenue	360	240	236	12	4	3%(11) 2%(12) 1%(33) O(4)	3/13/2017	3,480,000	74.4%
38	5YR-H		1	Wavcrest Avenue Apartments	360	240	236	12	4	YM1%+1%(59) 1%(177) O(4)	1/27/2017	4,100,000	62.4%
39	5YR-F		1	Jennifer Place Apartments	359	60	59	0	1	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	12/19/2016	4,240,000	59.0%
40	5YR-H		1	8410 South Figueroa	360	240	238	12	2	3%(11) 2%(12) 1%(33) O(4)	5/19/2017	3,360,000	73.6%
41	10YR-F		1	Greenbriar Mill	360	120	114	36	6	YM1%+1%(59) 1%(177) O(4)	4/14/2017	3,040,000	80.0%
42	5YR-H		1	Lowell Colony Apartments	360	240	234	12	6	3%(35) 2%(36) 1%(45) O(4)	12/8/2016	3,025,000	79.4%
43	10YR-F		1	Midland Townhomes	360	120	116	36	4	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	12/28/2016	3,010,000	79.7%
44	10YR-F		1	Plyers Apartments	360	120	114	36	6	YM1%(116) O(4)	2/9/2017	3,510,000	68.4%
45	5YR-H		1	359 Parke Street	359	240	239	0	1	YM1%(116) O(4)	10/31/2016	3,000,000	79.7%
46	10YR-F		1	Galewood Village Apartments	360	120	117	36	3	3%(11) 2%(12) 1%(213) O(4)	6/5/2017	3,100,000	76.2%
47	10YR-H		1	Chatham Portfolio II	360	240	237	24	3	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	4/4/2017	3,200,000	71.9%
48	10YR-H		1	Chatham Portfolio III	360	240	239	24	1	YM1%+1%(119) 1%(117) O(4)	3/24/2017	2,980,000	76.5%
49	10YR-H		1	Jeffery Place Apartments	360	240	237	36	3	YM1%+1%(119) 1%(117) O(4)	5/5/2017	2,830,000	79.9%
50	10YR-F		1	Arbors Of Boerne Apartments	357	120	117	0	3	YM1%+1%(119) 1%(117) O(4)	3/6/2017	2,820,000	79.4%
51	5YR-H		1	Sabal Palm Apartments	359	240	239	0	1	3%(35) 2%(36) 1%(45) O(4)	3/31/2017	7,400,000	29.0%
52	10YR-F		1	Villa Conchita	359	120	119	0	1	YM1%+1%(59) 1%(177) O(4)	5/11/2017	2,900,000	72.8%
53	5YR-H		1	Patrick Henry Apartments	359	240	239	0	1	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	4/28/2017	4,500,000	46.6%
54	10YR-F		1	Avondale Apartments	360	120	116	36	4	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	5/16/2017	2,600,000	79.9%
55	5YR-H		1	444 Park Avenue	358	240	238	0	2	YM1%(116) O(4)	2/17/2017	2,650,000	78.1%
56	10YR-H		1	Park Crest Apartments	360	240	235	24	5	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	4/6/2017	3,000,000	67.5%
57	5YR-H		1	Villa Rica Apartments	359	240	239	0	1	YM1%+1%(119) 1%(117) O(4)	1/31/2017	3,210,000	62.3%
58	5YR-H		1	1556 6th Avenue	360	240	238	12	2	YM1%+1%(59) 1%(177) O(4)	5/11/2017	2,600,000	76.5%
59	10YR-F		1	The Cottages At Lakesite	358	120	118	0	2	YM1%+1%(59) 1%(177) O(4)	3/22/2017	2,770,000	71.0%
60	10YR-F		1	2847 Gainesville Street Southeast	360	120	116	24	4	YM1%(116) O(4)	3/28/2017	3,250,000	59.9%
61	7YR-F		1	Tahoe Gardens	360	84	80	24	4	YM1%(116) O(4)	1/26/2017	2,950,000	65.0%
62	7YR-H		1	College Grove	360	240	239	24	1	YM1%(80) O(4)	1/27/2017	3,000,000	61.7%
63	10YR-F		1	Tammie Jay Apartments	358	120	118	0	2	5%(23) 4%(24) 3%(12) 2%(12) 1%(165) O(4)	5/19/2017	3,290,000	55.3%
64	10YR-H		1	Northpointe Apartments	360	240	239	36	1	YM1%(116) O(4)	3/14/2017	2,510,000	72.3%
65	5YR-H		1	Caribbean Apartments	359	240	239	0	1	YM1%+1%(119) 1%(117) O(4)	5/22/2017	2,680,000	67.2%
66	7YR-H		1	Stonegate Square Apartments	360	240	235	24	5	YM1%+1%(59) 1%(177) O(4)	5/11/2017	2,300,000	78.3%
										YM1%+1%(83) 1%(153) O(4)	1/20/2017	2,700,000	66.7%

Exhibit A-1 FRESB 2017-SB38

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67	5YR-H		1	728a Rogers Avenue	360	240	237	12	3	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	3/15/2017	2,300,000	74.6%
68	5YR-H		1	1601 South Gramercy Place	360	240	238	12	2	YM1%+1%(59) 1%(177) O(4)	3/22/2017	2,380,000	69.5%
69	10YR-F		1	Hidden Village Apartments	358	120	118	0	2	YM1%(116) O(4)	5/2/2017	2,220,000	72.7%
70	5YR-H		1	Norpoint Ridge Apartments	360	240	235	12	5	YM1%+1%(59) 1%(177) O(4)	2/15/2017	2,175,000	73.6%
71	5YR-H		1	Riverside Townhomes	360	240	234	60	6	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	1/10/2017	3,270,000	48.9%
72	10YR-F		1	233-301 Old Dixie Highway	358	120	118	0	2	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	4/5/2017	2,000,000	79.8%
73	5YR-H		1	906-910 Hyde Park Avenue	360	240	236	12	4	3%(11) 1%(12) O(217)	2/14/2017	2,400,000	65.0%
74	10YR-F		1	Capitol Manor Apartments	360	120	114	36	6	YM1%(116) O(4)	1/5/2017	2,450,000	63.3%
75	10YR-F		1	River Stone Apartments	360	120	117	36	3	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	3/29/2017	2,050,000	75.0%
76	7YR-F		1	Chelsea Apartments	359	84	83	0	1	5%(23) 4%(24) 3%(12) 2%(12) 1%(9) O(4)	3/30/2017	2,840,000	52.8%
77	7YR-F		1	Briardale Apartments	299	84	83	0	1	5%(23) 4%(24) 3%(12) 2%(12) 1%(9) O(4)	5/22/2017	2,350,000	62.9%
78	10YR-F		1	2701 Avenue East	358	120	118	0	2	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	4/5/2017	1,850,000	79.8%
79	10YR-F		1	Bronzeville Apartments	359	120	119	0	1	YM1%(116) O(4)	5/22/2017	1,860,000	78.6%
80	10YR-F		1	1288 West Sunset Boulevard	354	120	114	0	6	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	12/28/2016	2,590,000	55.4%
81	10YR-F		1	Mead Street Portfolio	360	120	117	24	3	YM1%(116) O(4)	4/6/2017	1,940,000	72.2%
82	10YR-F		1	Riverview Heights	360	120	116	36	4	YM1%(116) O(4)	1/10/2017	1,900,000	73.7%
83	10YR-F		1	Urbane On Sixth	358	120	118	0	2	YM1%(116) O(4)	4/6/2017	2,350,000	59.0%
84	5YR-H		1	2022 South Throop Street	360	240	238	12	2	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	5/5/2017	1,680,000	79.2%
85	10YR-F		1	4510 Georgia Avenue Northwest	358	120	118	0	2	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	3/28/2017	2,000,000	64.2%
86	10YR-F		1	Old Colony Apartments	360	120	116	12	4	5%(23) 4%(24) 3%(24) 2%(24) 1%(21) O(4)	2/7/2017	1,800,000	69.4%
87	5YR-H		1	2925 Van Buren Place	360	240	238	12	2	YM1%+1%(59) 1%(177) O(4)	4/14/2017	1,840,000	67.0%
88	10YR-F		1	Saint Anthony Park Apartments	360	120	119	36	1	YM1%(116) O(4)	5/17/2017	1,590,000	75.5%
89	10YR-F		1	Parkway Apartments	358	120	118	0	2	YM1%(116) O(4)	4/13/2017	2,150,000	54.8%
90	5YR-H		1	831 Wilton	360	240	239	12	1	YM1%+1%(59) 1%(177) O(4)	5/22/2017	1,750,000	66.9%
91	5YR-F		1	Lakewood Townhome Apartments	356	60	56	0	4	5%(11) 4%(12) 3%(12) 2%(12) 1%(9) O(4)	10/7/2016	1,620,000	72.2%
92	5YR-H		1	2252 North Cleveland Avenue	360	240	236	12	4	YM1%+1%(59) 1%(177) O(4)	3/1/2017	1,690,000	68.6%
93	10YR-F		1	Victoria Apartments	358	120	118	0	2	YM1%(116) O(4)	4/17/2017	1,810,000	62.7%
94	10YR-F		1	Edgewood Mews Apartments	360	120	116	12	4	YM1%(116) O(4)	3/7/2017	1,400,000	80.0%
95	10YR-F		1	Palmway Apartments	360	120	117	36	3	YM1%(116) O(4)	3/6/2017	1,500,000	74.7%
96	10YR-F		1	1855 Good Hope Road Southeast	357	120	117	0	3	YM1%(116) O(4)	3/7/2017	1,400,000	78.3%
97	10YR-F		1	Hollenden Apartments	360	120	115	36	5	YM1%(116) O(4)	1/18/2017	1,790,000	60.9%
98	7YR-H		1	80 Sherman Avenue Apartments	360	240	237	12	3	5%(23) 4%(24) 3%(12) 2%(12) 1%(165) O(4)	3/15/2017	1,510,000	71.8%
99	10YR-F		1	Kingsland Court	357	120	117	0	3	YM1%(116) O(4)	4/13/2017	1,595,000	67.8%
100	5YR-H		1	428 East 162nd Street	360	240	237	12	3	3%(11) 1%(12) O(217)	1/30/2017	1,450,000	73.4%
101	5YR-H		1	3043 17th Avenue Apartments	360	240	237	12	3	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	3/22/2017	1,500,000	70.7%
102	5YR-H		1	1449 And 1453 North Sedgwick Street	360	240	237	12	3	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	3/10/2017	1,360,000	73.5%
103	5YR-H		1	3739 North Greenview Avenue	360	240	235	12	5	5%(11) 4%(12) 3%(12) 2%(12) 1%(189) O(4)	1/26/2017	1,580,000	63.3%
104	5YR-H		1	652 Soundview Avenue	356	240	236	0	4	3%(11) 2%(12) 1%(213) O(4)	1/30/2017	1,400,000	71.0%
105	5YR-H		1	10310 South Broadway	360	240	238	12	2	YM1%+1%(59) 1%(177) O(4)	4/14/2017	1,020,000	80.0%

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Maturity	LTV	UW NCF DSCR	UW NCF DSCR (IO)	UW EGI	UW Expenses	UW NOI	UW NCF	Most Recent Financial End Date	Most Recent EGI	Most Recent Expenses	Most Recent NOI	Most Recent NCF
1	10YR-H		1	Tempo Apartments	28.5%	1.25	N/A	791,871	264,781	527,091	517,852	3/31/2017	816,579	252,603	563,976	545,231	
2	10YR-H		1	Urban 55 Apartment Homes	37.3%	1.60	2.16	1,194,514	564,644	629,870	577,620	1/31/2017	1,220,022	472,428	747,594	747,594	
3	10YR-F		1	Cambridge Apartments	68.1%	1.28	1.66	1,108,891	604,886	504,004	472,004	5/31/2017	1,153,082	599,184	553,898	553,898	
4	5YR-H		1	Whispering Palms Apartments	38.7%	1.20	N/A	642,411	235,741	406,670	393,170	5/31/2017	657,273	199,363	457,910	457,910	
5	10YR-F		1	Pasadena Apartments	45.0%	1.56	2.08	1,351,536	805,825	545,710	503,960	2/28/2017	1,396,102	822,339	573,762	573,762	
6	10YR-H		1	825 West Sunnyside Avenue	43.4%	1.42	1.91	812,923	371,756	441,167	423,917	2/28/2017	792,704	365,469	427,234	407,049	
7	7YR-F		1	Rosemont Apartments	68.6%	1.31	1.78	1,032,496	607,304	425,192	386,192	12/31/2016	1,033,523	601,567	431,956	431,956	
8	10YR-H		1	High Point In The Park Apartments	38.8%	1.51	2.06	1,557,805	1,072,586	485,219	435,219	11/30/2016	1,557,830	1,064,330	493,500	325,789	
9	10YR-H		1	Wind Chase Village Apartments	38.4%	1.76	2.22	1,385,233	780,475	604,758	553,758	2/28/2017	1,302,131	677,754	624,378	624,378	
10	5YR-H		1	Valjean Apartments	36.6%	1.27	1.86	561,348	211,954	349,394	336,894	1/31/2017	557,306	116,854	440,452	440,452	
11	10YR-F		1	Cross Creek Gardens Apartments	63.6%	1.25	N/A	953,042	556,337	396,705	362,705	2/28/2017	975,978	568,335	407,643	340,354	
12	5YR-H		1	Whitely Manor Apartments	35.8%	1.30	1.93	459,180	132,411	326,769	322,519	4/30/2017	366,163	169,365	196,799	196,799	
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	41.0%	1.26	1.84	464,234	144,634	319,600	309,600	2/28/2017	364,885	82,587	282,298	282,298	
14	7YR-H		1	Oakwood Terrace Apartments	43.5%	1.49	2.00	962,032	545,547	416,485	386,485	12/31/2016	943,722	526,464	417,258	417,258	
15	10YR-H		1	Urban Edge Apartment Homes	45.4%	1.44	1.92	796,681	389,877	406,804	375,804	1/31/2017	703,881	266,966	436,915	436,915	
16	10YR-F		1	Coral Ridge Apartments	60.1%	1.33	N/A	688,218	329,785	358,433	344,033	4/30/2017	716,798	230,447	486,351	463,201	
17	5YR-F		1	Fabric Lofts	64.1%	1.26	1.76	361,390	60,359	301,031	293,334	12/31/2016	387,684	10,262	377,422	377,422	
18	10YR-F		1	University Place Apartments	59.2%	1.45	N/A	867,495	498,028	369,467	337,717	4/30/2017	877,985	389,191	488,794	462,453	
19	10YR-H		1	Chatham Portfolio I													
20	10YR-H		1	Wadsworth Arms Apartments	44.8%	1.48	2.03	745,916	392,870	353,045	329,795	4/30/2017	755,880	328,545	427,335	427,335	
21	5YR-H		1	Del Rio Apartments	47.9%	1.20	1.62	362,133	102,239	259,894	253,394	4/30/2017	368,087	117,015	251,072	251,072	
22	10YR-H		1	East End Townhomes	34.0%	1.21	N/A	383,216	137,796	245,420	237,170	5/31/2017	395,776	119,166	276,610	276,610	
23	10YR-H		1	East End Townhomes	48.3%	1.51	2.03	780,485	452,462	328,023	307,023	2/28/2017	780,257	413,257	367,500	367,500	
24	5YR-H		1	The Normandy Apartments	30.0%	1.50	2.27	431,377	162,052	269,325	258,825	4/30/2017	434,655	140,275	294,380	294,380	
25	7YR-H		1	Kingridge Village Apartments	43.2%	1.31	1.70	754,076	466,131	287,945	258,945	2/28/2017	765,218	407,233	357,985	357,985	
26	10YR-F		1	Dogwood Creek Apartments	43.6%	1.40	N/A	727,068	372,767	354,301	322,301	12/31/2016	726,704	282,081	444,624	444,624	
27	7YR-F		1	Rookwood Court And The Oakley Apartments	67.4%	1.44	1.96	498,905	220,100	278,805	266,305	2/28/2017	503,828	171,072	332,757	332,757	
28	10YR-H		1	Pearl Plaza Apartments	37.7%	1.41	1.93	441,795	181,268	260,528	251,028	4/30/2017	389,323	148,384	240,938	-201,209	
29	10YR-F		1	Cooper Meadows	62.6%	1.37	1.82	509,616	246,611	263,005	251,005	4/30/2017	512,229	222,863	289,366	289,366	
30	7YR-H		1	Emerald Villa Apartments	35.5%	1.30	1.80	376,075	141,572	234,503	228,253	12/31/2016	360,108	78,163	281,945	281,945	
31	10YR-H		1	Lakeview Terrace	47.8%	1.23	1.66	507,105	277,508	229,596	216,346	3/31/2017	506,397	276,929	229,468	179,568	
32	5YR-H		1	Santa Barbara Arms Apartments	37.6%	1.21	N/A	346,288	140,126	206,162	200,662	5/31/2017	342,026	110,275	231,751	231,751	
33	10YR-H		1	Norma Street Apartments	40.9%	1.30	1.67	467,608	210,171	257,437	239,287	12/31/2016	481,413	109,863	371,550	341,707	
34	7YR-F		1	Caroline Apartments	69.9%	1.34	1.89	551,771	309,917	241,854	218,854	11/30/2016	582,691	289,341	293,350	293,350	
35	7YR-F		1	Grassy Pond Apartments	70.1%	1.32	1.87	545,988	313,156	232,832	210,832	11/30/2016	604,352	297,929	306,423	306,423	
36	10YR-F		1	Surrey Park Apartments	61.0%	1.31	N/A	541,122	313,646	227,476	214,476	2/28/2017	548,320	285,506	262,814	169,061	
37	5YR-F		1	Montevista Apartments Homes	67.9%	1.23	N/A	326,933	132,668	194,265	185,265	3/31/2017	302,678	127,880	174,798	174,798	
38	5YR-H		1	183 Washington Avenue	33.4%	1.20	1.81	309,171	138,621	170,550	168,550	2/28/2017	292,941	124,439	168,502	168,502	
39	5YR-H		1	Wavcrest Avenue Apartments	31.8%	1.20	1.65	252,570	73,623	178,947	176,447	2/28/2017	282,573	45,080	237,493	237,493	
40	5YR-F		1	Jennifer Place Apartments	67.9%	1.43	N/A	591,588	343,251	248,337	226,337	5/31/2017	524,428	264,881	259,547	259,547	
41	5YR-H		1	8410 South Figueroa	42.8%	1.21	1.78	250,575	84,340	166,235	161,735	5/31/2017	248,556	48,963	199,593	199,593	
42	10YR-F		1	Greenbriar Mill	69.2%	1.32	1.79	613,395	403,753	209,642	189,892	11/30/2016	622,480	460,472	162,008	138,908	
43	5YR-H		1	Lowell Colony Apartments	42.6%	1.20	1.80	268,659	105,491	163,168	157,168	11/30/2016	241,648	68,016	173,632	173,632	
44	10YR-F		1	Midland Townhomes	60.2%	1.51	1.97	410,385	169,387	240,998	226,998	1/31/2017	417,054	164,379	252,675	223,318	
45	10YR-F		1	Plyers Apartments	69.5%	1.21	1.65	350,598	171,499	179,099	173,099	12/31/2016	320,660	164,802	155,858	127,372	
46	5YR-H		1	359 Parke Street	38.2%	1.20	N/A	238,298	67,306	170,992	168,492	5/31/2017	257,036	37,167	219,869	219,869	
47	10YR-F		1	Galewood Village Apartments	63.1%	1.25	1.64	373,810	184,278	189,532	177,532	3/31/2017	360,149	157,367	202,782	202,782	
48	10YR-H		1	Chatham Portfolio II	43.1%	1.44	1.96	414,388	205,806	208,582	195,332	3/31/2017	395,182	147,617	247,565	247,565	
49	10YR-H		1	Chatham Portfolio III	44.8%	1.37	1.89	362,565	167,393	195,172	181,072	5/31/2017	372,621	112,699	259,922	258,738	
50	10YR-H		1	Jeffery Place Apartments	48.1%	1.47	1.95	401,254	188,731	212,524	200,024	3/31/2017	421,880	188,583	233,297	233,297	
51	10YR-F		1	Arbors Of Boerne Apartments	23.7%	3.16	N/A	969,321	523,098	446,223	428,623	3/31/2017	982,161	474,578	507,583	459,826	
52	5YR-H		1	Sabal Palm Apartments	36.3%	1.22	N/A	225,815	76,827	148,988	144,488	5/31/2017	231,241	64,216	167,026	167,026	
53	10YR-F		1	Villa Conchita	38.1%	2.08	N/A	600,804	304,765	296,039	275,039	4/30/2017	615,117	247,659	367,458	367,458	
54	5YR-H		1	Patrick Henry Apartments	41.0%	1.39	N/A	410,537	211,338	199,199	184,799	5/31/2017	414,885	181,660	233,225	217,783	
55	10YR-F		1	Avondale Apartments	68.8%	1.34	1.73	278,938	96,673	182,265	174,265	2/28/2017	284,656	93,608	191,048	191,048	
56	5YR-H		1	444 Park Avenue	33.8%	1.20	N/A	174,451	32,353	142,098	140,898	4/30/2017	204,000	26,086	177,914	177,914	
57	10YR-H		1	Park Crest Apartments	37.3%	1.41	1.75	458,510	257,474	201,036	187,286	12/31/2016	459,971	237,939	222,032	222,032	
58	5YR-H		1	Villa Rica Apartments	38.1%	1.20	N/A	211,645	73,135	138,511	134,261	5/31/2017	222,561	60,580	161,981	161,981	
59	5YR-H		1	1556 6th Avenue	38.0%	1.20	1.77	180,135	48,533	131,602	130,102	4/30/2017	93,198	22,663	70,535	70,535	
60	10YR-F		1	The Cottages At Lakeside	48.5%	2.08	N/A	398,155	140,489	257,666	247,166	3/31/2017	402,291	109,197	293,094	293,094	
61	10YR-F		1	2847 Gainesville Street Southeast	54.7%	1.47	2.07	228,219	64,729	163,491	161,091	1/31/2017	233,484	35,475	198,009	198,009	
62	7YR-F		1	Tahoe Gardens	56.2%	1.25	1.71	293,070	149,086	143,984	137,234	2/28/2017	254,495	96,766	157,729	157,729	
63	7YR-H		1	College Grove	31.0%	1.21	1.69	215,632	83,875	131,757	128,557	5/31/2017	210,210	113,699	96,511	96,511	
64	10YR-F		1	Tammie Jay Apartments	58.9%	1.25	N/A	514,944	360,752	154,192	140,442	3/31/2017	542,223	257,878	284,345	284,345	
65	10YR-H		1	Northpointe Apartments	39.9%	1.32	1.85	233,428	88,500	144,928	138,428	12/31/2016	223,516	83,563	139,953	131,254	
66	5YR-H		1	Caribbean Apartments	39.0%	1.20	N/A	188,947	63,548	125,399	121,649	5/31/2017	190,539	60,484	130,055	130,055	
67	7YR-H		1	Stonegate Square Apartments	37.9%	1.54	2.06	448,270	261,995	186,275	167,275	12/31/2016	458,347	218,612	239,735	210,619	

Exhibit A-1 FRESB 2017-SB38

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67	5YR-H		1	728a Rogers Avenue	40.2%	1.20	1.65	142,392	19,387	123,005	121,255	4/30/2017	141,800	12,633	129,167	129,167
68	5YR-H		1	1601 South Gramercy Place	37.2%	1.20	1.78	155,755	44,305	111,450	108,950	4/30/2017	102,090	22,452	79,639	79,639
69	10YR-F		1	Hidden Village Apartments	59.0%	1.31	N/A	341,491	193,854	147,636	129,636	4/30/2017	350,382	149,975	200,407	200,407
70	5YR-H		1	Norpoint Ridge Apartments	39.5%	1.20	1.72	194,106	82,172	111,933	108,733	2/28/2017	180,988	28,757	152,231	152,231
71	5YR-H		1	Riverside Townhomes	33.2%	1.47	2.28	212,211	64,223	147,988	146,738	1/31/2017	223,380	12,940	210,440	210,440
72	10YR-F		1	233-301 Old Dixie Highway	65.5%	1.74	N/A	306,848	123,318	183,531	176,031	4/30/2017	326,891	96,508	230,383	230,383
73	5YR-H		1	906-910 Hyde Park Avenue	35.0%	1.20	1.68	175,123	64,502	110,621	108,371	2/28/2017	184,316	41,557	142,759	141,759
74	10YR-F		1	Capitol Manor Apartments	55.3%	1.41	1.90	294,046	150,438	143,608	132,208	12/31/2016	308,820	60,660	248,160	248,160
75	10YR-F		1	River Stone Apartments	65.7%	1.38	1.83	215,599	80,392	135,207	129,707	3/31/2017	237,712	49,102	188,610	188,610
76	7YR-F		1	Chelsea Apartments	46.3%	1.97	N/A	381,996	186,239	195,757	181,507	5/31/2017	391,829	142,098	249,731	249,731
77	7YR-F		1	Briardale Apartments	52.8%	1.48	N/A	332,274	164,233	168,041	154,291	5/31/2017	338,373	125,806	212,567	212,567
78	10YR-F		1	2701 Avenue East	65.5%	1.70	N/A	278,905	113,943	164,962	159,462	4/30/2017	289,943	83,378	206,565	206,565
79	10YR-F		1	Bronzeville Apartments	62.5%	1.31	N/A	250,948	92,555	158,393	109,793	5/31/2017	141,400	36,097	105,303	84,129
80	10YR-F		1	1288 West Sunset Boulevard	45.1%	1.20	N/A	173,405	62,554	110,851	105,747	12/31/2016	147,910	45,072	102,838	97,893
81	10YR-F		1	Mead Street Portfolio	61.4%	1.30	1.76	257,240	140,223	117,017	109,017	3/31/2017	257,702	90,059	167,643	167,643
82	10YR-F		1	Riverview Heights	64.7%	1.28	1.67	161,683	48,462	113,221	110,721	2/28/2017	167,460	17,357	150,103	150,103
83	10YR-F		1	Urbane On Sixth	48.0%	1.43	N/A	196,788	72,043	124,745	122,245	3/31/2017	153,356	50,013	103,344	103,344
84	5YR-H		1	2022 South Throop Street	42.6%	1.23	1.74	147,850	52,093	95,757	93,757	5/31/2017	117,729	34,364	83,364	83,364
85	10YR-F		1	4510 Georgia Avenue Northwest	52.0%	1.42	N/A	212,854	97,085	115,769	111,019	3/31/2017	224,840	34,640	190,200	190,200
86	10YR-F		1	Old Colony Apartments	58.1%	1.50	1.96	245,648	120,385	125,263	117,013	2/28/2017	213,332	91,154	122,178	122,178
87	5YR-H		1	2925 Van Buren Place	35.8%	1.20	1.78	115,746	33,001	82,745	81,145	5/31/2017	85,547	12,891	72,656	72,656
88	10YR-F		1	Saint Anthony Park Apartments	65.5%	1.20	1.67	155,226	68,604	86,622	83,872	5/31/2017	150,553	70,882	79,671	68,671
89	10YR-F		1	Parkway Apartments	43.9%	1.51	N/A	213,868	103,645	110,222	104,222	4/30/2017	182,303	38,406	143,897	143,897
90	5YR-H		1	831 Wilton	35.8%	1.20	1.75	110,201	30,313	79,888	78,388	5/31/2017	90,254	39,323	50,931	50,931
91	5YR-F		1	Lakewood Townhome Apartments	66.8%	1.25	N/A	396,172	292,714	103,458	93,458	1/31/2017	401,229	256,604	144,625	144,625
92	5YR-H		1	2252 North Cleveland Avenue	36.8%	1.21	1.73	126,563	46,325	80,238	78,738	2/28/2017	112,401	27,272	85,129	-50,056
93	10YR-F		1	Victoria Apartments	50.4%	1.51	N/A	315,091	201,452	113,639	101,639	3/31/2017	292,650	139,307	153,343	143,603
94	10YR-F		1	Edgewood Mews Apartments	66.8%	1.30	1.72	145,339	57,724	92,616	89,866	2/28/2017	146,527	46,102	100,425	100,425
95	10YR-F		1	Palmway Apartments	65.8%	1.25	1.61	169,007	77,222	91,784	88,534	3/31/2017	124,625	66,503	58,123	57,241
96	10YR-F		1	1855 Good Hope Road Southeast	62.8%	1.28	N/A	143,317	57,992	85,325	82,325	2/28/2017	152,989	49,577	103,413	103,413
97	10YR-F		1	Hollenden Apartments	53.6%	1.26	1.65	222,094	129,205	92,889	85,889	1/31/2017	195,674	124,694	70,980	70,980
98	7YR-H		1	80 Sherman Avenue Apartments	39.4%	1.25	1.60	184,090	93,291	90,799	86,299	3/31/2017	162,473	71,261	91,212	91,212
99	10YR-F		1	Kingsland Court	54.9%	1.28	N/A	129,728	42,952	86,776	84,026	3/31/2017	118,527	32,165	86,361	86,361
100	5YR-H		1	428 East 162nd Street	39.7%	1.20	1.61	120,759	41,067	79,692	76,992	1/31/2017	136,596	28,407	108,189	108,189
101	5YR-H		1	3043 17th Avenue Apartments	37.9%	1.34	1.92	115,075	32,941	82,134	80,134	3/31/2017	109,616	25,506	84,110	84,110
102	5YR-H		1	1449 And 1453 North Sedgwick Street	39.5%	1.20	1.71	110,111	40,276	69,835	68,335	3/31/2017	115,480	22,772	92,708	92,708
103	5YR-H		1	3739 North Greenview Avenue	34.1%	1.61	2.26	136,152	41,758	94,394	93,144	12/31/2016	138,450	47,253	91,197	91,197
104	5YR-H		1	652 Soundview Avenue	35.5%	1.20	N/A	112,582	41,626	70,955	67,587	2/28/2017	117,944	33,829	84,115	84,115
105	5YR-H		1	10310 South Broadway	42.8%	1.30	1.92	83,551	23,605	59,946	58,446	5/31/2017	85,745	15,224	70,521	70,521



Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	2nd Most Recent Financial End Date	2nd Most Recent EGI	2nd Most Recent Expenses	2nd Most Recent NOI	2nd Most Recent NCF	3rd Most Recent Financial End Date	3rd Most Recent EGI	3rd Most Recent Expenses	3rd Most Recent NOI	3rd Most Recent NCF	Lien Position
1	10YR-H		1	Tempo Apartments	12/31/2016	816,842	237,815	579,027	560,283	12/31/2015	794,758	257,764	536,994	525,571	First Mortgage
2	10YR-H		1	Urban 55 Apartment Homes	12/31/2015	862,630	357,011	505,619	505,619	12/31/2014	661,489	265,680	395,809	395,809	First Mortgage
3	10YR-F		1	Cambridge Apartments	12/31/2016	1,169,673	614,189	555,484	555,484	12/31/2015	1,123,054	571,375	551,679	551,679	First Mortgage
4	5YR-H		1	Whispering Palms Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
5	10YR-F		1	Pasadena Apartments	12/31/2015	1,146,412	1,017,405	129,007	129,007	N/A	N/A	N/A	N/A	N/A	First Mortgage
6	10YR-H		1	825 West Sunnyside Avenue	12/31/2015	754,952	358,276	396,676	369,051	N/A	N/A	N/A	N/A	N/A	First Mortgage
7	7YR-F		1	Rosemont Apartments	12/31/2015	1,064,123	517,423	546,700	546,700	N/A	N/A	N/A	N/A	N/A	First Mortgage
8	10YR-H		1	High Point In The Park Apartments	12/31/2015	1,485,832	1,145,102	340,730	217,490	12/31/2014	1,498,882	1,052,566	446,315	329,528	First Mortgage
9	10YR-H		1	Wind Chase Village Apartments	12/31/2015	1,026,212	621,141	405,071	184,268	N/A	N/A	N/A	N/A	N/A	First Mortgage
10	5YR-H		1	Valjean Apartments	12/31/2015	432,790	117,021	315,769	280,494	N/A	N/A	N/A	N/A	N/A	First Mortgage
11	10YR-F		1	Cross Creek Gardens Apartments	12/31/2015	933,948	508,763	425,185	364,187	N/A	N/A	N/A	N/A	N/A	First Mortgage
12	5YR-H		1	Whitely Manor Apartments	12/31/2016	234,029	142,514	91,515	91,515	N/A	N/A	N/A	N/A	N/A	First Mortgage
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	12/31/2015	158,395	108,183	50,212	50,212	N/A	N/A	N/A	N/A	N/A	First Mortgage
14	7YR-H		1	Oakwood Terrace Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
15	10YR-H		1	Urban Edge Apartment Homes	12/31/2015	593,181	294,497	298,684	298,684	12/31/2014	569,086	307,854	261,232	261,232	First Mortgage
16	10YR-F		1	Coral Ridge Apartments	12/31/2016	715,126	220,917	494,209	471,059	12/31/2015	707,316	200,810	506,506	479,206	First Mortgage
17	5YR-F		1	Fabric Lofts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
18	10YR-F		1	University Place Apartments	12/31/2016	856,746	380,599	476,147	442,211	12/31/2015	777,857	359,465	418,392	334,737	First Mortgage
19	10YR-H		1	Chatham Portfolio I	12/31/2016	748,954	297,674	451,280	451,280	12/31/2015	740,600	309,558	431,042	431,042	First Mortgage
20	10YR-H		1	Wadsworth Arms Apartments	12/31/2016	324,060	79,145	244,915	244,915	N/A	N/A	N/A	N/A	N/A	First Mortgage
21	5YR-H		1	Del Rio Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
22	10YR-H		1	East End Townhomes	12/31/2015	766,381	379,243	387,138	387,138	N/A	N/A	N/A	N/A	N/A	First Mortgage
23	5YR-H		1	The Normandy Apartments	12/31/2016	430,968	131,434	299,533	277,438	12/31/2015	414,450	121,606	292,844	279,217	First Mortgage
24	7YR-H		1	Kingridge Village Apartments	12/31/2015	715,898	323,096	392,803	392,803	N/A	N/A	N/A	N/A	N/A	First Mortgage
25	10YR-F		1	Dogwood Creek Apartments	12/31/2015	755,017	269,103	485,914	485,914	12/31/2014	711,113	275,235	435,878	435,878	First Mortgage
26	7YR-F		1	Rookwood Court And The Oakley Apartments	12/31/2015	419,567	272,548	147,019	147,019	N/A	N/A	N/A	N/A	N/A	First Mortgage
27	10YR-H		1	Pearl Plaza Apartments	12/31/2016	360,677	145,197	215,479	-129,815	12/31/2015	351,749	166,237	185,512	179,066	First Mortgage
28	10YR-F		1	Cooper Meadows	12/31/2016	492,000	219,740	272,260	272,260	12/31/2015	485,999	242,173	243,826	243,826	First Mortgage
29	7YR-H		1	Emerald Villa Apartments	12/31/2015	340,058	88,679	251,379	251,379	12/31/2014	127,772	126,165	1,607	1,607	First Mortgage
30	10YR-H		1	Lakeview Terrace	12/31/2016	508,131	272,567	235,564	190,189	12/31/2015	485,804	268,254	217,559	207,615	First Mortgage
31	5YR-H		1	Santa Barbara Arms Apartments	12/31/2016	325,748	114,291	211,457	211,457	N/A	N/A	N/A	N/A	N/A	First Mortgage
32	10YR-H		1	Norma Street Apartments	12/31/2015	454,733	141,882	312,851	273,403	12/31/2014	433,993	132,938	301,055	249,270	First Mortgage
33	7YR-F		1	Caroline Apartments	12/31/2015	340,635	704,211	-363,576	-363,576	N/A	N/A	N/A	N/A	N/A	First Mortgage
34	7YR-F		1	Grassy Pond Apartments	12/31/2015	422,252	601,841	-179,589	-179,589	N/A	N/A	N/A	N/A	N/A	First Mortgage
35	10YR-F		1	Surrey Park Apartments	12/31/2015	522,265	308,453	213,812	141,593	N/A	N/A	N/A	N/A	N/A	First Mortgage
36	5YR-F		1	Montevista Apartments Homes	12/31/2016	299,848	120,995	178,853	178,853	12/31/2015	285,128	129,973	155,155	155,155	First Mortgage
37	5YR-H		1	183 Washington Avenue	12/31/2015	305,439	105,409	200,030	200,030	N/A	N/A	N/A	N/A	N/A	First Mortgage
38	5YR-H		1	Wavcrest Avenue Apartments	12/31/2015	255,497	34,635	220,862	220,862	N/A	N/A	N/A	N/A	N/A	First Mortgage
39	5YR-F		1	Jennifer Place Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
40	5YR-H		1	8410 South Figueroa	12/31/2016	236,406	50,356	186,050	186,050	12/31/2015	235,018	51,536	183,482	183,482	First Mortgage
41	10YR-F		1	Greenbriar Mill	12/31/2015	594,143	499,916	94,227	94,227	12/31/2014	571,631	433,496	138,135	138,135	First Mortgage
42	5YR-H		1	Lowell Colony Apartments	12/31/2015	203,912	116,048	87,864	87,864	12/31/2014	184,830	100,410	84,420	84,420	First Mortgage
43	10YR-F		1	Midland Townhomes	12/31/2015	387,914	156,964	230,951	179,166	N/A	N/A	N/A	N/A	N/A	First Mortgage
44	10YR-F		1	Plyers Apartments	12/31/2015	315,671	149,746	165,926	128,170	12/31/2014	293,490	163,202	130,288	108,459	First Mortgage
45	5YR-H		1	359 Parke Street	12/31/2016	218,298	43,814	174,484	-212,516	N/A	N/A	N/A	N/A	N/A	First Mortgage
46	10YR-F		1	Galewood Village Apartments	12/31/2016	345,154	172,831	172,324	172,324	12/31/2015	307,831	193,178	114,653	103,175	First Mortgage
47	10YR-H		1	Chatham Portfolio II	12/31/2016	387,205	147,413	239,792	239,792	12/31/2015	385,287	145,755	239,532	239,532	First Mortgage
48	10YR-H		1	Chatham Portfolio III	12/31/2016	361,740	110,393	251,347	250,088	12/31/2015	347,303	122,874	224,429	211,570	First Mortgage
49	10YR-H		1	Jeffery Place Apartments	12/31/2016	413,225	160,097	253,128	253,128	12/31/2015	409,521	156,293	253,228	253,228	First Mortgage
50	10YR-F		1	Arbors Of Boerne Apartments	12/31/2016	971,347	447,541	523,806	463,741	12/31/2015	916,452	400,539	515,912	416,876	First Mortgage
51	5YR-H		1	Sabal Palm Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
52	10YR-F		1	Villa Conchita	12/31/2016	589,493	189,711	399,782	399,782	12/31/2015	551,931	196,448	355,483	355,483	First Mortgage
53	5YR-H		1	Patrick Henry Apartments	12/31/2016	405,625	177,518	228,107	228,107	12/31/2015	376,909	164,055	212,854	212,854	First Mortgage
54	10YR-F		1	Avondale Apartments	12/31/2015	54,027	41,418	12,609	9,609	N/A	N/A	N/A	N/A	N/A	First Mortgage
55	5YR-H		1	444 Park Avenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
56	10YR-H		1	Park Crest Apartments	12/31/2015	462,542	250,743	211,799	211,799	12/31/2014	466,796	265,588	201,208	201,208	First Mortgage
57	5YR-H		1	Villa Rica Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
58	5YR-H		1	1556 6th Avenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
59	10YR-F		1	The Cottages At Lakesite	12/31/2016	397,186	90,656	306,531	306,531	12/31/2015	389,945	111,841	278,103	278,103	First Mortgage
60	10YR-F		1	2847 Gainesville Street Southeast	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
61	7YR-F		1	Tahoe Gardens	12/31/2015	241,698	97,375	144,323	144,323	N/A	N/A	N/A	N/A	N/A	First Mortgage
62	7YR-H		1	College Grove	7/31/2016	155,927	109,545	46,382	46,382	N/A	N/A	N/A	N/A	N/A	First Mortgage
63	10YR-F		1	Tammie Jay Apartments	12/31/2016	537,302	270,518	266,784	266,784	12/31/2015	423,476	256,603	166,873	166,873	First Mortgage
64	10YR-H		1	Northpointe Apartments	12/31/2015	215,891	86,031	129,860	118,441	12/31/2014	213,199	97,388	115,811	109,988	First Mortgage
65	5YR-H		1	Caribbean Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
66	7YR-H		1	Stonegate Square Apartments	12/31/2015	445,732	227,181	218,552	172,709	12/31/2014	417,753	258,214	159,539	159,539	First Mortgage

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	2nd Most Recent Financial End Date	2nd Most Recent EGI	2nd Most Recent Expenses	2nd Most Recent NOI	2nd Most Recent NCF	3rd Most Recent Financial End Date	3rd Most Recent EGI	3rd Most Recent Expenses	3rd Most Recent NOI	3rd Most Recent NCF	Lien Position
67	5YR-H		1	728a Rogers Avenue	12/31/2016	154,200	8,996	145,204	145,204	12/31/2015	141,922	10,131	131,791	131,791	First Mortgage
68	5YR-H		1	1601 South Gramercy Place	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
69	10YR-F		1	Hidden Village Apartments	12/31/2016	353,801	142,106	211,695	211,695	12/31/2015	358,128	137,966	220,162	220,162	First Mortgage
70	5YR-H		1	Norpoint Ridge Apartments	12/31/2015	80,093	26,233	53,860	32,641	N/A	N/A	N/A	N/A	N/A	First Mortgage
71	5YR-H		1	Riverside Townhomes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
72	10YR-F		1	233-301 Old Dixie Highway	12/31/2016	318,944	96,071	222,873	222,873	12/31/2015	283,248	95,901	187,347	187,347	First Mortgage
73	5YR-H		1	906-910 Hyde Park Avenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
74	10YR-F		1	Capitol Manor Apartments	12/31/2015	298,100	60,054	238,046	238,046	N/A	N/A	N/A	N/A	N/A	First Mortgage
75	10YR-F		1	River Stone Apartments	12/31/2016	204,118	47,557	156,561	156,561	N/A	N/A	N/A	N/A	N/A	First Mortgage
76	7YR-F		1	Chelsea Apartments	12/31/2016	382,000	146,940	235,060	235,060	12/31/2015	372,464	146,431	226,033	226,033	First Mortgage
77	7YR-F		1	Briardale Apartments	12/31/2016	293,876	121,556	172,319	172,319	N/A	N/A	N/A	N/A	N/A	First Mortgage
78	10YR-F		1	2701 Avenue East	12/31/2016	275,595	76,990	198,605	198,605	12/31/2015	220,926	73,857	147,069	147,069	First Mortgage
79	10YR-F		1	Bronzeville Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
80	10YR-F		1	1288 West Sunset Boulevard	12/31/2015	117,984	58,316	59,668	46,326	N/A	N/A	N/A	N/A	N/A	First Mortgage
81	10YR-F		1	Mead Street Portfolio	12/31/2016	254,210	105,612	148,598	139,555	12/31/2015	256,073	104,780	151,293	142,303	First Mortgage
82	10YR-F		1	Riverview Heights	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
83	10YR-F		1	Urbane On Sixth	12/31/2016	132,465	40,669	91,796	91,796	12/31/2015	59,985	30,620	29,365	29,365	First Mortgage
84	5YR-H		1	2022 South Throop Street	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
85	10YR-F		1	4510 Georgia Avenue Northwest	12/31/2016	225,147	38,600	186,547	186,547	12/31/2015	145,413	59,356	86,057	86,057	First Mortgage
86	10YR-F		1	Old Colony Apartments	12/31/2015	195,095	62,073	133,022	125,391	N/A	N/A	N/A	N/A	N/A	First Mortgage
87	5YR-H		1	2925 Van Buren Place	12/31/2016	65,050	12,163	52,888	52,888	12/31/2015	0	14,316	-14,316	-14,316	First Mortgage
88	10YR-F		1	Saint Anthony Park Apartments	12/31/2016	155,388	69,576	85,812	74,812	12/31/2015	154,533	61,446	93,086	93,086	First Mortgage
89	10YR-F		1	Parkway Apartments	12/31/2016	143,434	43,375	100,058	100,058	12/31/2015	50,031	34,240	15,791	15,791	First Mortgage
90	5YR-H		1	831 Wilton	12/31/2016	27,842	10,098	17,744	17,744	N/A	N/A	N/A	N/A	N/A	First Mortgage
91	5YR-F		1	Lakewood Townhome Apartments	12/31/2015	365,962	330,373	35,589	35,589	N/A	N/A	N/A	N/A	N/A	First Mortgage
92	5YR-H		1	2252 North Cleveland Avenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
93	10YR-F		1	Victoria Apartments	12/31/2016	284,249	138,940	145,309	139,109	12/31/2015	271,629	178,001	93,628	93,628	First Mortgage
94	10YR-F		1	Edgewood Mews Apartments	12/31/2015	141,237	50,748	90,490	90,490	N/A	N/A	N/A	N/A	N/A	First Mortgage
95	10YR-F		1	Palmway Apartments	12/31/2016	92,199	50,364	41,835	39,518	12/31/2015	51,060	75,805	-24,745	-24,745	First Mortgage
96	10YR-F		1	1855 Good Hope Road Southeast	12/31/2015	148,023	59,925	88,098	88,098	N/A	N/A	N/A	N/A	N/A	First Mortgage
97	10YR-F		1	Hollenden Apartments	12/31/2015	171,234	89,601	81,633	81,633	12/31/2014	170,784	99,424	71,360	71,360	First Mortgage
98	7YR-H		1	80 Sherman Avenue Apartments	10/31/2016	181,037	177,968	3,069	3,069	10/31/2015	147,487	72,041	75,445	75,445	First Mortgage
99	10YR-F		1	Kingsland Court	12/31/2016	109,751	32,829	76,922	76,922	12/31/2015	85,660	24,062	61,598	61,598	First Mortgage
100	5YR-H		1	428 East 162nd Street	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
101	5YR-H		1	3043 17th Avenue Apartments	12/31/2016	105,304	19,102	86,203	86,203	12/31/2015	59,376	6,180	53,196	53,196	First Mortgage
102	5YR-H		1	1449 And 1453 North Sedgwick Street	12/31/2016	114,880	33,803	81,077	81,077	N/A	N/A	N/A	N/A	N/A	First Mortgage
103	5YR-H		1	3739 North Greenview Avenue	12/31/2015	128,940	15,661	113,279	113,279	N/A	N/A	N/A	N/A	N/A	First Mortgage
104	5YR-H		1	652 Soundview Avenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	First Mortgage
105	5YR-H		1	10310 South Broadway	12/31/2016	85,444	15,506	69,938	69,938	12/31/2015	83,603	15,586	68,017	68,017	First Mortgage

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Title Vesting (Fee/Leasehold/Both)	Zoning Status	Ground Lease Maturity Date	Engineering Escrow/Deferred Maintenance(17)	Tax Escrow (Initial)(17)	Tax Escrow (Monthly)(18)	Insurance Escrow (Initial)(17)	Insurance Escrow (Monthly)(18)	Replacement Reserve (Initial)(17)	
1	10YR-H		1	Tempo Apartments	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
2	10YR-H		1	Urban 55 Apartment Homes	Fee Simple	Legal Non-Conforming	N/A	78,500	N/A	Springing	N/A	Springing	N/A	
3	10YR-F		1	Cambridge Apartments	Fee Simple	Conforming	N/A	N/A	107,942	13,493	N/A	Springing	N/A	
4	5YR-H		1	Whispering Palms Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	47,684	7,947	N/A	Springing	N/A	
5	10YR-F		1	Pasadena Apartments	Fee Simple	Legal Non-Conforming	N/A	64,225	N/A	Springing	N/A	Springing	N/A	
6	10YR-H		1	825 West Sunnyside Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	26,912	5,382	N/A	Springing	N/A	
7	7YR-F		1	Rosemont Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	6,664	6,664	N/A	Springing	N/A	
8	10YR-H		1	High Point In The Park Apartments	Fee Simple	Conforming	N/A	N/A	63,813	15,953	N/A	Springing	N/A	
9	10YR-H		1	Wind Chase Village Apartments	Fee Simple	Conforming	N/A	311,825	N/A	Springing	N/A	Springing	N/A	
10	5YR-H		1	Valjean Apartments	Fee Simple	Conforming	N/A	40,000	1,117	1,117	N/A	Springing	N/A	
11	10YR-F		1	Cross Creek Gardens Apartments	Fee Simple	Conforming	N/A	N/A	N/A	9,124	N/A	Springing	N/A	
12	5YR-H		1	Whitely Manor Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	16,559	4,140	N/A	Springing	N/A	
14	7YR-H		1	Oakwood Terrace Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	29,449	9,816	N/A	Springing	N/A	
15	10YR-H		1	Urban Edge Apartment Homes	Fee Simple	Legal Non-Conforming	N/A	N/A	8,485	2,828	N/A	Springing	N/A	
16	10YR-F		1	Coral Ridge Apartments	Fee Simple	Conforming	N/A	N/A	22,769	5,692	N/A	Springing	N/A	
17	5YR-F		1	Fabric Lofts	Fee Simple	Legal Non-Conforming	N/A	N/A	4,276	1,425	N/A	Springing	N/A	
18	10YR-F		1	University Place Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	32,391	2,945	N/A	Springing	N/A	
19	10YR-H		1	Chatham Portfolio I	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	5,922	5,922	N/A	Springing	N/A
20	10YR-H		1	Wadsworth Arms Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	2,376	1,188	N/A	Springing	N/A	
21	5YR-H		1	Del Rio Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	28,886	4,814	N/A	Springing	N/A	
22	10YR-H		1	East End Townhomes	Fee Simple	Legal Non-Conforming	N/A	N/A	9,849	2,462	N/A	Springing	N/A	
23	5YR-H		1	The Normandy Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
24	7YR-H		1	Kingridge Village Apartments	Fee Simple	Legal Non-Conforming	N/A	147,281	35,422	7,084	N/A	Springing	N/A	
25	10YR-F		1	Dogwood Creek Apartments	Fee Simple	Legal Non-Conforming	N/A	148,000	N/A	Springing	N/A	Springing	N/A	
26	7YR-F		1	Rookwood Court And The Oakley Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	5,332	5,332	N/A	Springing	N/A	
27	10YR-H		1	Pearl Plaza Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
28	10YR-F		1	Cooper Meadows	Fee Simple	Conforming	N/A	N/A	11,246	5,623	N/A	Springing	N/A	
29	7YR-H		1	Emerald Villa Apartments	Fee Simple	Legal Non-Conforming	N/A	69,992	6,132	3,066	10,663	889	N/A	
30	10YR-H		1	Lakeview Terrace	Fee Simple	Conforming	N/A	N/A	36,028	6,005	N/A	Springing	N/A	
31	5YR-H		1	Santa Barbara Arms Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	34,053	5,675	N/A	Springing	N/A	
32	10YR-H		1	Norma Street Apartments	Fee Simple	Conforming	N/A	92,575	N/A	4,437	N/A	Springing	N/A	
33	7YR-F		1	Caroline Apartments	Fee Simple	Legal Non-Conforming	N/A	107,075	11,400	2,280	N/A	Springing	N/A	
34	7YR-F		1	Grassy Pond Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	12,889	2,697	N/A	Springing	N/A	
35	10YR-F		1	Surrey Park Apartments	Fee Simple	Legal Non-Conforming	N/A	38,000	6,968	6,968	N/A	Springing	N/A	
36	5YR-F		1	Montevista Apartments Homes	Fee Simple	Legal Non-Conforming	N/A	N/A	3,793	1,264	N/A	Springing	N/A	
37	5YR-H		1	183 Washington Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
38	5YR-H		1	Wavcrest Avenue Apartments	Fee Simple	Legal Non-Conforming	N/A	50,000	3,066	1,533	N/A	Springing	N/A	
39	5YR-F		1	Jennifer Place Apartments	Fee Simple	Conforming	N/A	N/A	13,328	1,333	N/A	Springing	N/A	
40	5YR-H		1	8410 South Figueroa	Fee Simple	Legal Non-Conforming	N/A	N/A	17,585	2,512	N/A	Springing	N/A	
41	10YR-F		1	Greenbriar Mill	Fee Simple	Conforming	N/A	N/A	21,877	3,646	N/A	Springing	N/A	
42	5YR-H		1	Lowell Colony Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	6,393	1,598	N/A	Springing	N/A	
43	10YR-F		1	Midland Townhomes	Fee Simple	Conforming	N/A	N/A	19,518	2,169	N/A	Springing	N/A	
44	10YR-F		1	Plyers Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	24,691	3,527	N/A	Springing	N/A	
45	5YR-H		1	359 Parke Street	Fee Simple	Legal Non-Conforming	N/A	N/A	7,319	1,464	N/A	Springing	N/A	
46	10YR-F		1	Galewood Village Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	23,634	5,332	N/A	Springing	N/A	
47	10YR-H		1	Chatham Portfolio II	Fee Simple	Legal Non-Conforming	N/A	54,350	25,424	4,237	N/A	Springing	N/A	
48	10YR-H		1	Chatham Portfolio III	Fee Simple	Legal Non-Conforming	N/A	N/A	5,732	2,866	N/A	Springing	N/A	
49	10YR-H		1	Jeffery Place Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	16,923	3,385	N/A	Springing	N/A	
50	10YR-F		1	Arbors Of Boerne Apartments	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
51	5YR-H		1	Sabal Palm Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	16,978	2,830	N/A	Springing	N/A	
52	10YR-F		1	Villa Conchita	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
53	5YR-H		1	Patrick Henry Apartments	Fee Simple	Conforming	N/A	N/A	8,304	2,768	3,864	1,932	N/A	
54	10YR-F		1	Avondale Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	5,555	926	N/A	Springing	N/A	
55	5YR-H		1	444 Park Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	1,667	556	N/A	Springing	N/A	
56	10YR-H		1	Park Crest Apartments	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
57	5YR-H		1	Villa Rica Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	27,163	2,716	N/A	Springing	N/A	
58	5YR-H		1	1556 6th Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	14,454	2,065	N/A	Springing	N/A	
59	10YR-F		1	The Cottages At Lakesite	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
60	10YR-F		1	2847 Gainesville Street Southeast	Fee Simple	Legal Non-Conforming	N/A	N/A	5,899	590	N/A	Springing	N/A	
61	7YR-F		1	Tahoe Gardens	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
62	7YR-H		1	College Grove	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A	
63	10YR-F		1	Tammie Jay Apartments	Fee Simple	Legal Non-Conforming	N/A	6,950	7,727	1,104	N/A	Springing	N/A	
64	10YR-H		1	Northpointe Apartments	Fee Simple	Legal Non-Conforming	N/A	12,550	14,442	1,444	N/A	Springing	N/A	
65	5YR-H		1	Caribbean Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	12,699	2,116	N/A	Springing	N/A	
66	7YR-H		1	Stonegate Square Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	20,062	4,012	N/A	Springing	N/A	

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Title Vesting (Fee/Leasehold/Both)	Zoning Status	Ground Lease Maturity Date	Engineering Escrow/Deferred Maintenance(17)	Tax Escrow (Initial)(17)	Tax Escrow (Monthly)(18)	Insurance Escrow (Initial)(17)	Insurance Escrow (Monthly)(18)	Replacement Reserve (Initial)(17)
67	5YR-H		1	728a Rogers Avenue	Fee Simple	Conforming	N/A	N/A	57	57	N/A	Springing	N/A
68	5YR-H		1	1601 South Gramercy Place	Fee Simple	Legal Non-Conforming	N/A	N/A	12,328	1,761	N/A	Springing	N/A
69	10YR-F		1	Hidden Village Apartments	Fee Simple	Conforming	N/A	N/A	7,513	3,757	N/A	Springing	N/A
70	5YR-H		1	Norpoint Ridge Apartments	Fee Simple	Conforming	N/A	N/A	1,794	1,794	N/A	Springing	N/A
71	5YR-H		1	Riverside Townhomes	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
72	10YR-F		1	233-301 Old Dixie Highway	Fee Simple	Legal Non-Conforming	N/A	N/A	9,225	1,025	N/A	Springing	N/A
73	5YR-H		1	906-910 Hyde Park Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
74	10YR-F		1	Capitol Manor Apartments	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
75	10YR-F		1	River Stone Apartments	Fee Simple	Conforming	N/A	N/A	4,666	778	N/A	Springing	N/A
76	7YR-F		1	Chelsea Apartments	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
77	7YR-F		1	Briardale Apartments	Fee Simple	Conforming	N/A	N/A	20,869	1,897	N/A	Springing	N/A
78	10YR-F		1	2701 Avenue East	Fee Simple	Legal Non-Conforming	N/A	N/A	13,030	1,448	N/A	Springing	N/A
79	10YR-F		1	Bronzeville Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	851	851	N/A	Springing	N/A
80	10YR-F		1	1288 West Sunset Boulevard	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
81	10YR-F		1	Mead Street Portfolio	Fee Simple	Legal Non-Conforming	N/A	N/A	20,670	4,134	N/A	Springing	N/A
82	10YR-F		1	Riverview Heights	Fee Simple	Legal Non-Conforming	N/A	N/A	7,166	1,024	N/A	Springing	N/A
83	10YR-F		1	Urbane On Sixth	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
84	5YR-H		1	2022 South Throop Street	Fee Simple	Legal Non-Conforming	N/A	N/A	1,051	1,051	N/A	Springing	N/A
85	10YR-F		1	4510 Georgia Avenue Northwest	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
86	10YR-F		1	Old Colony Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	3,460	1,730	N/A	Springing	N/A
87	5YR-H		1	2925 Van Buren Place	Fee Simple	Legal Non-Conforming	N/A	N/A	9,328	1,333	N/A	Springing	N/A
88	10YR-F		1	Saint Anthony Park Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	7,716	1,543	N/A	Springing	N/A
89	10YR-F		1	Parkway Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
90	5YR-H		1	831 Wilton	Fee Simple	Legal Non-Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
91	5YR-F		1	Lakewood Townhome Apartments	Fee Simple	Legal Non-Conforming	N/A	80,550	8,767	1,461	N/A	Springing	N/A
92	5YR-H		1	2252 North Cleveland Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	6,831	1,708	N/A	Springing	N/A
93	10YR-F		1	Victoria Apartments	Fee Simple	Conforming	N/A	N/A	N/A	Springing	N/A	Springing	N/A
94	10YR-F		1	Edgewood Mews Apartments	Fee Simple	Conforming	N/A	N/A	11,585	1,053	N/A	Springing	N/A
95	10YR-F		1	Palmway Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	15,081	1,885	1,244	622	N/A
96	10YR-F		1	1855 Good Hope Road Southeast	Fee Simple	Legal Non-Conforming	N/A	N/A	2,160	540	N/A	Springing	N/A
97	10YR-F		1	Hollenden Apartments	Fee Simple	Legal Non-Conforming	N/A	5,100	7,306	1,461	N/A	Springing	N/A
98	7YR-H		1	80 Sherman Avenue Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	4,508	2,254	N/A	Springing	N/A
99	10YR-F		1	Kingsland Court	Fee Simple	Conforming	N/A	N/A	9,418	942	N/A	Springing	N/A
100	5YR-H		1	428 East 162nd Street	Fee Simple	Legal Non-Conforming	N/A	47,975	2,152	2,152	N/A	Springing	N/A
101	5YR-H		1	3043 17th Avenue Apartments	Fee Simple	Legal Non-Conforming	N/A	N/A	602	602	N/A	Springing	N/A
102	5YR-H		1	1449 And 1453 North Sedgwick Street	Fee Simple	Legal Non-Conforming	N/A	N/A	11,568	2,314	N/A	Springing	N/A
103	5YR-H		1	3739 North Greenview Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	5,299	1,766	N/A	Springing	N/A
104	5YR-H		1	652 Soundview Avenue	Fee Simple	Legal Non-Conforming	N/A	N/A	5,506	1,376	N/A	Springing	N/A
105	5YR-H		1	10310 South Broadway	Fee Simple	Legal Non-Conforming	N/A	N/A	5,900	843	N/A	Springing	N/A

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Replacement Reserve (Monthly)(19)	Replacement Reserve - Contractual - Cap (\$ or N/A)	Environmental Escrow	Other Escrow (Initial)(17)	Other Escrow (Monthly)	Other Escrow Reserve Description	Springing Reserve Type(18)(19)
1	10YR-H		1	Tempo Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
2	10YR-H		1	Urban 55 Apartment Homes	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
3	10YR-F		1	Cambridge Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
4	5YR-H		1	Whispering Palms Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
5	10YR-F		1	Pasadena Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
6	10YR-H		1	825 West Sunnyside Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
7	7YR-F		1	Rosemont Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
8	10YR-H		1	High Point In The Park Apartments	4,167	N/A	N/A	N/A	N/A	N/A	Insurance Reserve
9	10YR-H		1	Wind Chase Village Apartments	4,250	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve
10	5YR-H		1	Valjean Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
11	10YR-F		1	Cross Creek Gardens Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
12	5YR-H		1	Whitely Manor Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
14	7YR-H		1	Oakwood Terrace Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
15	10YR-H		1	Urban Edge Apartment Homes	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
16	10YR-F		1	Coral Ridge Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
17	5YR-F		1	Fabric Lofts	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
18	10YR-F		1	University Place Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
19	10YR-H		1	Chatham Portfolio I	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
20	10YR-H		1	Wadsworth Arms Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
21	5YR-H		1	Del Rio Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
22	10YR-H		1	East End Townhomes	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
23	5YR-H		1	The Normandy Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
24	7YR-H		1	Kingridge Village Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
25	10YR-F		1	Dogwood Creek Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
26	7YR-F		1	Rookwood Court And The Oakley Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
27	10YR-H		1	Pearl Plaza Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
28	10YR-F		1	Cooper Meadows	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
29	7YR-H		1	Emerald Villa Apartments	521	N/A	N/A	N/A	N/A	N/A	N/A
30	10YR-H		1	Lakeview Terrace	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
31	5YR-H		1	Santa Barbara Arms Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
32	10YR-H		1	Norma Street Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
33	7YR-F		1	Caroline Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
34	7YR-F		1	Grassy Pond Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
35	10YR-F		1	Surrey Park Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
36	5YR-F		1	Montevista Apartments Homes	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
37	5YR-H		1	183 Washington Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
38	5YR-H		1	Wavcrest Avenue Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
39	5YR-F		1	Jennifer Place Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
40	5YR-H		1	8410 South Figueroa	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
41	10YR-F		1	Greenbriar Mill	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
42	5YR-H		1	Lowell Colony Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
43	10YR-F		1	Midland Townhomes	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
44	10YR-F		1	Plyers Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
45	5YR-H		1	359 Parke Street	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
46	10YR-F		1	Galewood Village Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
47	10YR-H		1	Chatham Portfolio II	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
48	10YR-H		1	Chatham Portfolio III	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
49	10YR-H		1	Jeffery Place Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
50	10YR-F		1	Arbors Of Boerne Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
51	5YR-H		1	Sabal Palm Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
52	10YR-F		1	Villa Conchita	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
53	5YR-H		1	Patrick Henry Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Replacement Reserve
54	10YR-F		1	Avondale Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
55	5YR-H		1	444 Park Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
56	10YR-H		1	Park Crest Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
57	5YR-H		1	Villa Rica Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
58	5YR-H		1	1556 6th Avenue	Springing	N/A	N/A	12,500	N/A	Special Purpose Reserve	Insurance Reserve; Replacement Reserve
59	10YR-F		1	The Cottages At Lakesite	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
60	10YR-F		1	2847 Gainesville Street Southeast	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
61	7YR-F		1	Tahoe Gardens	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
62	7YR-H		1	College Grove	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
63	10YR-F		1	Tammie Jay Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
64	10YR-H		1	Northpointe Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
65	5YR-H		1	Caribbean Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
66	7YR-H		1	Stonegate Square Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Replacement Reserve (Monthly)(19)	Replacement Reserve - Contractual - Cap (\$ or N/A)	Environmental Escrow	Other Escrow (Initial)(17)	Other Escrow (Monthly)	Other Escrow Reserve Description	Springing Reserve Type(18)(19)
67	5YR-H		1	728a Rogers Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
68	5YR-H		1	1601 South Gramercy Place	Springing	N/A	N/A	12,500	N/A	Special Purpose Reserve	Insurance Reserve; Replacement Reserve
69	10YR-F		1	Hidden Village Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
70	5YR-H		1	Norpoint Ridge Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
71	5YR-H		1	Riverside Townhomes	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
72	10YR-F		1	233-301 Old Dixie Highway	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
73	5YR-H		1	906-910 Hyde Park Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
74	10YR-F		1	Capitol Manor Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
75	10YR-F		1	River Stone Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
76	7YR-F		1	Chelsea Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
77	7YR-F		1	Briardale Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
78	10YR-F		1	2701 Avenue East	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
79	10YR-F		1	Bronzeville Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
80	10YR-F		1	1288 West Sunset Boulevard	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
81	10YR-F		1	Mead Street Portfolio	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
82	10YR-F		1	Riverview Heights	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
83	10YR-F		1	Urbane On Sixth	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
84	5YR-H		1	2022 South Throop Street	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
85	10YR-F		1	4510 Georgia Avenue Northwest	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
86	10YR-F		1	Old Colony Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
87	5YR-H		1	2925 Van Buren Place	Springing	N/A	N/A	12,500	N/A	Special Purpose Reserve	Insurance Reserve; Replacement Reserve
88	10YR-F		1	Saint Anthony Park Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
89	10YR-F		1	Parkway Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
90	5YR-H		1	831 Wilton	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
91	5YR-F		1	Lakewood Townhome Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
92	5YR-H		1	2252 North Cleveland Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
93	10YR-F		1	Victoria Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Tax Reserve; Insurance Reserve; Replacement Reserve
94	10YR-F		1	Edgewood Mews Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
95	10YR-F		1	Palmway Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Replacement Reserve
96	10YR-F		1	1855 Good Hope Road Southeast	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
97	10YR-F		1	Hollenden Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
98	7YR-H		1	80 Sherman Avenue Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
99	10YR-F		1	Kingsland Court	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
100	5YR-H		1	428 East 162nd Street	225	N/A	N/A	N/A	N/A	N/A	Insurance Reserve
101	5YR-H		1	3043 17th Avenue Apartments	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
102	5YR-H		1	1449 And 1453 North Sedgwick Street	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
103	5YR-H		1	3739 North Greenview Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
104	5YR-H		1	652 Soundview Avenue	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve
105	5YR-H		1	10310 South Broadway	Springing	N/A	N/A	N/A	N/A	N/A	Insurance Reserve; Replacement Reserve

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Springing Reserve Amount	Earthquake Insurance In Place (Y/N)	Monthly Rent Per Unit	Secondary Financing In Place (existing) (Y/N)	Secondary Financing Amount (existing)	Secondary Financing Description (existing)	Future Subordinate Financing (Y/N)(20)
1	10YR-H		1	Tempo Apartments	Replacement Reserve (667)	No	1,738	No	N/A	N/A	Yes
2	10YR-H		1	Urban 55 Apartment Homes	Replacement Reserve (4,354)	No	529	No	N/A	N/A	Yes
3	10YR-F		1	Cambridge Apartments	Replacement Reserve (2,667)	No	777	No	N/A	N/A	Yes
4	5YR-H		1	Whispering Palms Apartments	Replacement Reserve (1,125)	No	1,043	No	N/A	N/A	Yes
5	10YR-F		1	Pasadena Apartments	Replacement Reserve (3,479)	No	697	No	N/A	N/A	Yes
6	10YR-H		1	825 West Sunnyside Avenue	Replacement Reserve (1,438)	No	957	No	N/A	N/A	Yes
7	7YR-F		1	Rosemont Apartments	Replacement Reserve (3,250)	No	559	No	N/A	N/A	Yes
8	10YR-H		1	High Point In The Park Apartments	N/A	No	669	No	N/A	N/A	Yes
9	10YR-H		1	Wind Chase Village Apartments	N/A	No	676	No	N/A	N/A	Yes
10	5YR-H		1	Valjean Apartments	Replacement Reserve (1,042)	No	990	No	N/A	N/A	Yes
11	10YR-F		1	Cross Creek Gardens Apartments	Replacement Reserve (2,833)	No	620	No	N/A	N/A	Yes
12	5YR-H		1	Whitely Manor Apartments	Replacement Reserve (354)	No	2,218	No	N/A	N/A	Yes
13	5YR-H		1	6000 And 6002 North Kenmore Avenue	Replacement Reserve (833)	No	1,019	No	N/A	N/A	Yes
14	7YR-H		1	Oakwood Terrace Apartments	Replacement Reserve (2,500)	No	761	No	N/A	N/A	Yes
15	10YR-H		1	Urban Edge Apartment Homes	Replacement Reserve (2,583)	No	544	No	N/A	N/A	Yes
16	10YR-F		1	Coral Ridge Apartments	Replacement Reserve (1,200)	No	838	No	N/A	N/A	Yes
17	5YR-F		1	Fabric Lofts	Replacement Reserve (167)	No	2,521	No	N/A	N/A	Yes
18	10YR-F		1	University Place Apartments	Replacement Reserve (2,646)	No	626	No	N/A	N/A	Yes
19	10YR-H		1	Chatham Portfolio I	Replacement Reserve (1,938)	No	683	No	N/A	N/A	Yes
20	10YR-H		1	Wadsworth Arms Apartments	Replacement Reserve (542)	No	1,205	No	N/A	N/A	Yes
21	5YR-H		1	Del Rio Apartments	Replacement Reserve (688)	No	1,033	No	N/A	N/A	Yes
22	10YR-H		1	East End Townhomes	Replacement Reserve (1,750)	No	824	No	N/A	N/A	Yes
23	5YR-H		1	The Normandy Apartments	Replacement Reserve (875)	No	821	No	N/A	N/A	Yes
24	7YR-H		1	Kingridge Village Apartments	Replacement Reserve (2,417)	No	559	No	N/A	N/A	Yes
25	10YR-F		1	Dogwood Creek Apartments	Replacement Reserve (2,667)	No	557	No	N/A	N/A	Yes
26	7YR-F		1	Rookwood Court And The Oakley Apartments	Replacement Reserve (1,042)	No	880	No	N/A	N/A	Yes
27	10YR-H		1	Pearl Plaza Apartments	Replacement Reserve (792)	No	964	No	N/A	N/A	Yes
28	10YR-F		1	Cooper Meadows	Replacement Reserve (1,000)	No	886	No	N/A	N/A	Yes
29	7YR-H		1	Emerald Villa Apartments	N/A	No	1,189	No	N/A	N/A	Yes
30	10YR-H		1	Lakeview Terrace	Replacement Reserve (1,104)	No	864	No	N/A	N/A	Yes
31	5YR-H		1	Santa Barbara Arms Apartments	Replacement Reserve (458)	No	1,357	No	N/A	N/A	Yes
32	10YR-H		1	Norma Street Apartments	Replacement Reserve (1,513)	No	608	No	N/A	N/A	Yes
33	7YR-F		1	Caroline Apartments	Replacement Reserve (2,300)	No	562	No	N/A	N/A	Yes
34	7YR-F		1	Grassy Pond Apartments	Replacement Reserve (1,833)	No	573	No	N/A	N/A	Yes
35	10YR-F		1	Surrey Park Apartments	Replacement Reserve (1,083)	No	772	No	N/A	N/A	Yes
36	5YR-F		1	Montevista Apartments Homes	Replacement Reserve (750)	No	804	No	N/A	N/A	Yes
37	5YR-H		1	183 Washington Avenue	Replacement Reserve (333)	No	1,304	No	N/A	N/A	Yes
38	5YR-H		1	Wavcrest Avenue Apartments	Replacement Reserve (208)	No	2,489	No	N/A	N/A	Yes
39	5YR-F		1	Jennifer Place Apartments	Replacement Reserve (1,833)	No	604	No	N/A	N/A	Yes
40	5YR-H		1	8410 South Figueroa	Replacement Reserve (375)	No	1,217	No	N/A	N/A	Yes
41	10YR-F		1	Greenbriar Mill	Replacement Reserve (1,646)	No	713	No	N/A	N/A	Yes
42	5YR-H		1	Lowell Colony Apartments	Replacement Reserve (500)	No	1,003	No	N/A	N/A	Yes
43	10YR-F		1	Midland Townhomes	Replacement Reserve (1,167)	No	643	No	N/A	N/A	Yes
44	10YR-F		1	Plyers Apartments	Replacement Reserve (500)	No	1,290	No	N/A	N/A	Yes
45	5YR-H		1	359 Parke Street	Replacement Reserve (208)	No	2,062	No	N/A	N/A	Yes
46	10YR-F		1	Galewood Village Apartments	Replacement Reserve (1,000)	No	671	No	N/A	N/A	Yes
47	10YR-H		1	Chatham Portfolio II	Replacement Reserve (1,104)	No	697	No	N/A	N/A	Yes
48	10YR-H		1	Chatham Portfolio III	Replacement Reserve (1,175)	No	713	No	N/A	N/A	Yes
49	10YR-H		1	Jeffery Place Apartments	Replacement Reserve (1,042)	No	727	No	N/A	N/A	Yes
50	10YR-F		1	Arbors Of Boerne Apartments	Replacement Reserve (1,467)	No	910	No	N/A	N/A	Yes
51	5YR-H		1	Sabal Palm Apartments	Replacement Reserve (375)	No	1,093	No	N/A	N/A	Yes
52	10YR-F		1	Villa Conchita	Replacement Reserve (1,750)	No	640	No	N/A	N/A	Yes
53	5YR-H		1	Patrick Henry Apartments	1,200	No	750	No	N/A	N/A	Yes
54	10YR-F		1	Avondale Apartments	Replacement Reserve (667)	No	713	No	N/A	N/A	Yes
55	5YR-H		1	444 Park Avenue	Replacement Reserve (100)	No	2,567	No	N/A	N/A	Yes
56	10YR-H		1	Park Crest Apartments	Replacement Reserve (1,146)	No	667	No	N/A	N/A	Yes
57	5YR-H		1	Villa Rica Apartments	Replacement Reserve (354)	No	1,100	No	N/A	N/A	Yes
58	5YR-H		1	1556 6th Avenue	Replacement Reserve (125)	Yes	2,630	No	N/A	N/A	Yes
59	10YR-F		1	The Cottages At Lakesite	Replacement Reserve (875)	No	821	No	N/A	N/A	Yes
60	10YR-F		1	2847 Gainesville Street Southeast	Replacement Reserve (200)	No	1,663	No	N/A	N/A	Yes
61	7YR-F		1	Tahoe Gardens	Replacement Reserve (563)	No	929	No	N/A	N/A	Yes
62	7YR-H		1	College Grove	Replacement Reserve (267)	No	1,130	No	N/A	N/A	Yes
63	10YR-F		1	Tammie Jay Apartments	Replacement Reserve (1,146)	No	858	No	N/A	N/A	Yes
64	10YR-H		1	Northpointe Apartments	Replacement Reserve (542)	No	803	No	N/A	N/A	Yes
65	5YR-H		1	Caribbean Apartments	Replacement Reserve (313)	No	1,113	No	N/A	N/A	Yes
66	7YR-H		1	Stonegate Square Apartments	Replacement Reserve (1,583)	No	454	No	N/A	N/A	Yes

Exhibit A-1 FRESB 2017-SB38

Loan No. / Property No.	Loan Group(1)	Footnotes	Number of Properties	Property Name	Springing Reserve Amount	Earthquake Insurance In Place (Y/N)	Monthly Rent Per Unit	Secondary Financing In Place (existing) (Y/N)	Secondary Financing Amount (existing)	Secondary Financing Description (existing)	Future Subordinate Financing (Y/N)(20)
67	5YR-H		1	728a Rogers Avenue	Replacement Reserve (146)	No	1,843	No	N/A	N/A	Yes
68	5YR-H		1	1601 South Gramercy Place	Replacement Reserve (208)	Yes	1,357	No	N/A	N/A	Yes
69	10YR-F		1	Hidden Village Apartments	Replacement Reserve (1,500)	No	436	No	N/A	N/A	Yes
70	5YR-H		1	Norpoint Ridge Apartments	Replacement Reserve (267)	No	1,068	No	N/A	N/A	Yes
71	5YR-H		1	Riverside Townhomes	Replacement Reserve (104)	No	3,736	No	N/A	N/A	Yes
72	10YR-F		1	233-301 Old Dixie Highway	Replacement Reserve (625)	No	976	No	N/A	N/A	Yes
73	5YR-H		1	906-910 Hyde Park Avenue	Replacement Reserve (188)	No	1,716	No	N/A	N/A	Yes
74	10YR-F		1	Capitol Manor Apartments	Replacement Reserve (950)	No	672	No	N/A	N/A	Yes
75	10YR-F		1	River Stone Apartments	Replacement Reserve (458)	No	817	No	N/A	N/A	Yes
76	7YR-F		1	Chelsea Apartments	Replacement Reserve (1,188)	No	603	No	N/A	N/A	Yes
77	7YR-F		1	Briardale Apartments	Replacement Reserve (1,146)	No	562	No	N/A	N/A	Yes
78	10YR-F		1	2701 Avenue East	Replacement Reserve (458)	No	1,166	No	N/A	N/A	Yes
79	10YR-F		1	Bronzeville Apartments	Replacement Reserve (300)	No	1,365	No	N/A	N/A	Yes
80	10YR-F		1	1288 West Sunset Boulevard	Replacement Reserve (188)	No	1,145	No	N/A	N/A	Yes
81	10YR-F		1	Mead Street Portfolio	Replacement Reserve (667)	No	682	No	N/A	N/A	Yes
82	10YR-F		1	Riverview Heights	Replacement Reserve (208)	No	1,409	No	N/A	N/A	Yes
83	10YR-F		1	Urbane On Sixth	Replacement Reserve (208)	No	1,632	No	N/A	N/A	Yes
84	5YR-H		1	2022 South Throop Street	Replacement Reserve (167)	No	1,584	No	N/A	N/A	Yes
85	10YR-F		1	4510 Georgia Avenue Northwest	Replacement Reserve (396)	No	973	No	N/A	N/A	Yes
86	10YR-F		1	Old Colony Apartments	Replacement Reserve (688)	No	653	No	N/A	N/A	Yes
87	5YR-H		1	2925 Van Buren Place	Replacement Reserve (133)	Yes	1,268	No	N/A	N/A	Yes
88	10YR-F		1	Saint Anthony Park Apartments	Replacement Reserve (229)	No	1,224	No	N/A	N/A	Yes
89	10YR-F		1	Parkway Apartments	Replacement Reserve (500)	No	829	No	N/A	N/A	Yes
90	5YR-H		1	831 Wilton	Replacement Reserve (125)	No	1,596	No	N/A	N/A	Yes
91	5YR-F		1	Lakewood Townhome Apartments	Replacement Reserve (833)	No	793	No	N/A	N/A	Yes
92	5YR-H		1	2252 North Cleveland Avenue	Replacement Reserve (125)	No	1,775	No	N/A	N/A	Yes
93	10YR-F		1	Victoria Apartments	Replacement Reserve (1,000)	No	591	No	N/A	N/A	Yes
94	10YR-F		1	Edgewood Mews Apartments	Replacement Reserve (229)	No	1,130	No	N/A	N/A	Yes
95	10YR-F		1	Palmway Apartments	271	No	1,119	No	N/A	N/A	Yes
96	10YR-F		1	1855 Good Hope Road Southeast	Replacement Reserve (250)	No	1,108	No	N/A	N/A	Yes
97	10YR-F		1	Hollenden Apartments	Replacement Reserve (583)	No	727	No	N/A	N/A	Yes
98	7YR-H		1	80 Sherman Avenue Apartments	Replacement Reserve (375)	No	928	No	N/A	N/A	Yes
99	10YR-F		1	Kingsland Court	Replacement Reserve (229)	No	1,045	No	N/A	N/A	Yes
100	5YR-H		1	428 East 162nd Street	N/A	No	1,310	No	N/A	N/A	Yes
101	5YR-H		1	3043 17th Avenue Apartments	Replacement Reserve (167)	No	1,212	No	N/A	N/A	Yes
102	5YR-H		1	1449 And 1453 North Sedgwick Street	Replacement Reserve (125)	No	1,603	No	N/A	N/A	Yes
103	5YR-H		1	3739 North Greenview Avenue	Replacement Reserve (104)	No	2,440	No	N/A	N/A	Yes
104	5YR-H		1	652 Soundview Avenue	Replacement Reserve (146)	No	1,172	No	N/A	N/A	Yes
105	5YR-H		1	10310 South Broadway	Replacement Reserve (125)	No	1,222	No	N/A	N/A	Yes



## Footnotes to Exhibit A-1

- (1) The mortgage pool is comprised of six separate Loan Groups as follows: (i) Loan Group 5YR-F consists of fixed rate loans with an original 5-year term; (ii) Loan Group 5YR-H consists of Hybrid ARM loans with an initial 5-year fixed rate period; (iii) Loan Group 7YR-F consists of fixed rate loans with an original 7-year term; (iv) Loan Group 7YR-H consists of Hybrid ARM loans with an initial 7-year fixed rate period; (v) Loan Group 10YR-F consists of fixed rate loans with an original 10-year term; and (vi) Loan Group 10YR-H consists of Hybrid ARM loans with an initial 10-year fixed rate period.
- (2) Low Income Units are affordable to families with incomes no greater than 80.0% of AMI in multifamily rental properties. Very Low Income Units are affordable to families with incomes no greater than 50.0% of AMI in multifamily rental properties.
- (3) The common ownership 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 loans, see "*Risk Factors—Risks Related to the Underlying Mortgage Loans*" in this Offering Circular.

- (4) The Maturity Balance is the balance on the Maturity Date for each of the underlying mortgage loans based on the respective loan amortization schedules and assuming no voluntary or involuntary prepayments. With respect to Hybrid ARM mortgage loans, the Maturity Balance and Maturity LTV calculations are based on Amortization Term (Original), the Gross Interest Rate during the initial fixed period and an assumed Six-Month LIBOR of 1.50% plus the related Margin for each interest accrual period during the adjustable rate period subject to the periodic caps and floors.
- (5) With respect to Hybrid ARM mortgage loans, the Balance After Fixed Rate Period is the unpaid principal balance as of the First Interest Adjustment Date In Trust.
- (6) With respect to Hybrid ARM mortgage loans, the Gross Interest Rate will reset on the First Interest Adjustment Date In Trust and every six months thereafter. The new interest rate is calculated by adding the Margin to the then current 6-Month LIBOR with the sum to be calculated to the fifth decimal place, without rounding.
- (7) Beginning with the First Interest Adjustment Date In Trust and continuing every six months thereafter, the interest rate will be based on the six month London Interbank Offered Rate ("LIBOR"). 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.
- (8) With respect to Fixed Rate mortgage loans, the Gross Interest Rate is fixed throughout the term of the mortgage loan. With respect to Hybrid ARM mortgage loans, the Gross Interest Rate is the initial fixed interest rate charged on unpaid principal balance until the First Interest Adjustment Date In Trust.
- (9) The Administration Fee Rate includes the master servicing fee rate, the sub-servicing fee rate, trustee fee rate and the certificate administrator fee rate applicable to each underlying mortgage loan.
- (10) All underlying mortgage loans accrue interest from the first day to the last day of the respective month prior to any scheduled payment date.
- (11) Maximum Interest Adjustment (Lifetime) represents the maximum increase in Gross Interest Rate that can be incurred by the borrower following the Initial Fixed Rate Period (Hybrid ARMs) for Hybrid ARM mortgage loans. The Gross Interest Rate plus the Maximum Interest Adjustment (Lifetime) equals the Rate Cap (Lifetime).
- (12) With respect to Hybrid ARM mortgage loans, upon the First Interest Adjustment Date In Trust, the Gross Interest Rate will not be greater than the Rate Cap (Lifetime) nor less than the Rate Floor (Lifetime). Except for a change on the First Interest Adjustment Date In Trust, the interest rate will not on any loan reset date increase or decrease by more than 1.0% from the interest rate from the preceding loan reset date.
- (13) With respect to Hybrid ARM mortgage loans, Rate Floor (Lifetime) is assumed to be the initial fixed interest rate.

- (14) Monthly Debt Service Amount (Amortizing) shown for underlying mortgage loans with partial interest-only periods reflects the 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 the Gross Interest Rate.

Monthly Debt Service Amount (IO) is calculated based on the Original Loan Amount, Accrual Basis divided by 12 months and the Gross Interest Rate.

With respect to Hybrid ARM mortgage loans, the Monthly Debt Service Amount (at Cap) calculation is based on the Rate Cap (Lifetime) during the adjustable rate period following the Initial Fixed Rate Period (Hybrid ARMs). The Rate Cap (Lifetime) is equal to such mortgage loan's Gross Interest Rate plus 5.000%.

- (15) With respect to any period during which an underlying mortgage loan amortizes, the monthly installment of principal and interest due on such underlying mortgage loan will be calculated based on a 30/360 Basis. In accordance with the terms of the loan documents, monthly payments will be applied first to pay the interest portion (accrued based on an Actual/360 Basis) on the monthly installment and second to pay the principal portion of the monthly installment.

- (16) Prepayment Provision is shown from the respective mortgage loan origination date.

With respect to all of the underlying mortgage loans 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, 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 "Seller/Servicer" or as the result of the sale of the mortgaged property to an unrelated third party in an arm's-length transaction. The Prepayment Provision characteristic for these mortgage loans does not reflect this prepayment option.

With respect to all of the underlying mortgage loans that have prepayment consideration periods during which voluntary principal prepayments must be accompanied by a prepayment premium, certificateholders representing a majority, by outstanding notional amount, of the Class X1 certificates 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 prepayment premium in connection with any prepayment of any underlying mortgage loan. The Prepayment Provision characteristic for these mortgage loans does not reflect this prepayment option.

With respect to Hybrid ARM mortgage loans with yield maintenance, for any prepayment made during the yield maintenance period, the prepayment charge will initially be the greater of (i) 1.0% of the unpaid principal balance or (ii) yield maintenance, plus 1% of the projected unpaid principal balance outstanding as of the first payment date after the Initial Fixed Rate Period (Hybrid ARM). Any prepayment made after the yield maintenance period, the prepayment charge will be 1.0% of the unpaid principal balance.

With respect to Fixed Rate mortgage loans with yield maintenance, for any prepayment made during the yield maintenance period, the prepayment charge will be the greater of (i) 1.0% of the unpaid principal balance or (ii) yield maintenance.

- (17) Initial Escrow Balances are as of the related mortgage loan closing date, not as of the Cut-off Date.
- (18) With respect to Tax and Insurance Escrow (Monthly), springing Tax and Insurance Escrow (Monthly) commences upon (i) event of default or (ii) origination of a subordinate mortgage.
- (19) With respect to Replacement Reserve (Monthly), springing Replacement Reserve (Monthly) commences upon (i) event of default or (ii) origination of a subordinate mortgage.
- (20) Subordinate financing secured by the related mortgaged real properties is permitted; provided (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 guide and (ii) subordination agreements and intercreditor agreements be put in place between the issuing entity and the related lenders.

**EXHIBIT A-2**

**CERTAIN MORTGAGE POOL INFORMATION**

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## Stratifications of the Underlying Mortgage Loans

### Ten Largest Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Tempo Apartments	1	Garden	Seattle, WA	Hybrid ARM	\$7,002,282	2.7%	1.25x	58.4%	4.250%
Urban 55 Apartment Homes	1	Garden	Glendale, AZ	Hybrid ARM	6,000,000	2.3	1.60x	62.0%	4.400%
Cambridge Apartments	1	Garden	Angleton, TX	Fixed	5,900,000	2.3	1.28x	79.2%	4.750%
Whispering Palms Apartments	1	Garden	Boca Raton, FL	Hybrid ARM	5,822,978	2.2	1.20x	77.6%	3.840%
Pasadena Apartments	1	High Rise	Detroit, MI	Fixed	5,300,000	2.0	1.56x	51.5%	4.510%
825 West Sunnyside Avenue	1	Garden	Chicago, IL	Hybrid ARM	5,000,000	1.9	1.42x	68.5%	4.370%
Rosemont Apartments	1	Garden	Oklahoma City, OK	Fixed	5,000,000	1.9	1.31x	76.9%	4.270%
High Point In The Park Apartments	1	Mid Rise	Elyria, OH	Hybrid ARM	4,875,000	1.9	1.51x	65.0%	4.280%
Wind Chase Village Apartments	1	Garden	Abilene, TX	Hybrid ARM	4,875,000	1.9	1.76x	65.0%	5.040%
Valjean Apartments	1	Garden	Van Nuys, CA	Hybrid ARM	4,750,000	1.8	1.27x	68.2%	3.760%
<b>Total/Wtd. Average</b>	<b>10</b>				<b>\$54,525,260</b>	<b>21.1%</b>	<b>1.41x</b>	<b>67.1%</b>	<b>4.346%</b>

### Mortgage Pool Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$816,000 - \$999,999	2	\$1,810,374	0.7%	1.25x	75.1%	3.773%
\$1,000,000 - \$1,999,999	47	67,496,527	26.1	1.36x	68.5%	4.288%
\$2,000,000 - \$2,999,999	27	65,109,308	25.1	1.38x	71.7%	4.349%
\$3,000,000 - \$3,999,999	12	39,756,545	15.3	1.38x	70.5%	4.318%
\$4,000,000 - \$4,999,999	10	44,814,233	17.3	1.39x	70.8%	4.295%
\$5,000,000 - \$5,999,999	5	27,022,978	10.4	1.35x	71.0%	4.348%
\$6,000,000 - \$6,999,999	1	6,000,000	2.3	1.60x	62.0%	4.400%
\$7,000,000 - \$7,002,282	1	7,002,282	2.7	1.25x	58.4%	4.250%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

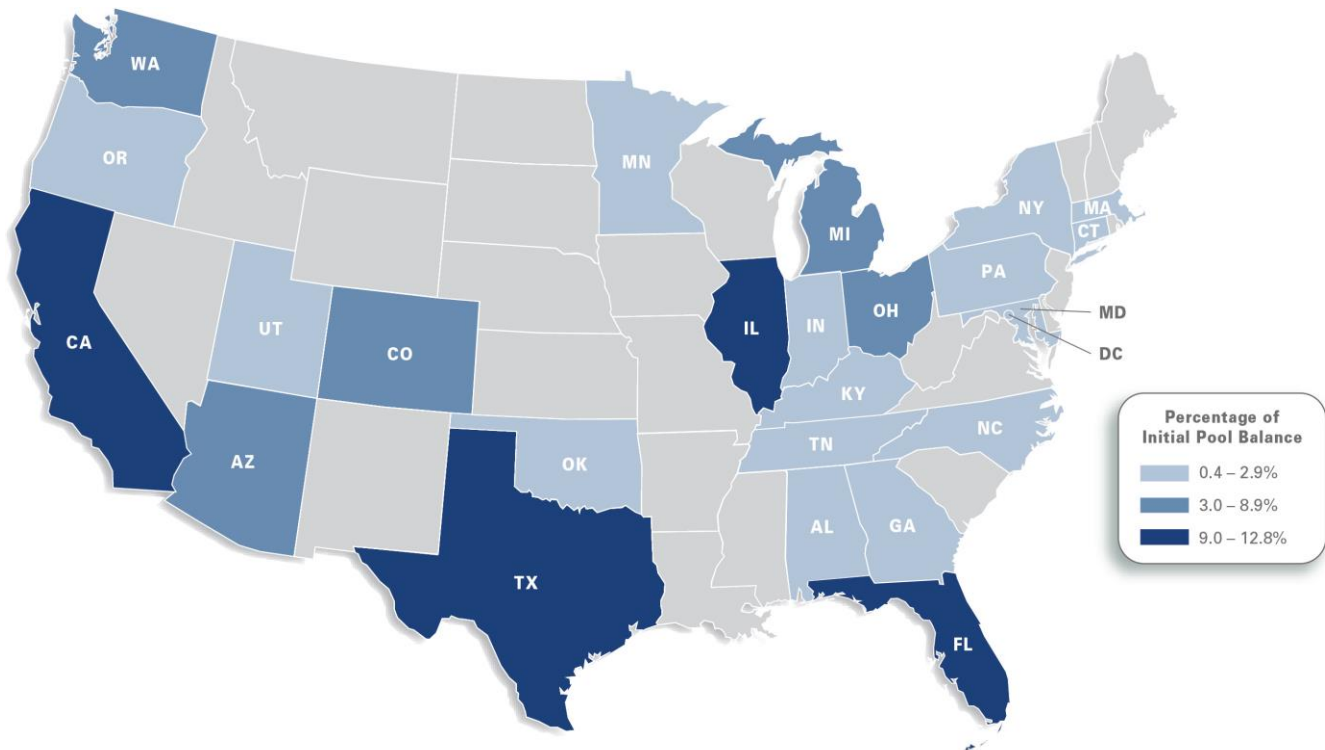
### Mortgage Pool Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.20x - 1.24x	31	\$64,755,927	25.0%	1.21x	72.7%	3.982%
1.25x - 1.29x	16	44,735,744	17.3	1.26x	70.7%	4.353%
1.30x - 1.39x	22	53,555,379	20.7	1.32x	73.3%	4.363%
1.40x - 1.49x	18	48,854,078	18.9	1.44x	69.8%	4.483%
1.50x - 1.59x	9	24,479,111	9.5	1.52x	63.1%	4.331%
1.60x - 1.69x	2	7,000,000	2.7	1.60x	62.2%	4.353%
1.70x - 1.89x	3	7,948,222	3.1	1.74x	70.7%	4.970%
1.90x - 2.09x	3	5,541,254	2.1	2.05x	52.9%	4.639%
2.10x - 3.16x	1	2,142,532	0.8	3.16x	29.0%	4.820%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

## Stratifications of the Underlying Mortgage Loans

### Mortgage Pool Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Florida	13	\$33,106,190	12.8%	1.32x	74.9%	4.057%
Illinois	13	32,240,057	12.4	1.38x	76.2%	4.198%
Texas	9	27,208,958	10.5	1.55x	70.1%	4.730%
California	13	26,640,277	10.3	1.24x	66.7%	4.021%
<i>Southern California</i>	13	26,640,277	10.3	1.24x	66.7%	4.021%
Ohio	7	21,681,321	8.4	1.39x	71.8%	4.479%
Washington	5	19,153,282	7.4	1.29x	62.2%	4.062%
Michigan	7	17,520,248	6.8	1.43x	63.5%	4.723%
Colorado	6	14,863,140	5.7	1.40x	68.4%	4.037%
Arizona	2	10,275,000	4.0	1.53x	67.4%	4.450%
Massachusetts	4	7,220,000	2.8	1.26x	64.0%	4.048%
New York	5	7,199,024	2.8	1.22x	71.5%	4.180%
North Carolina	3	5,710,651	2.2	1.53x	57.9%	4.992%
Oklahoma	1	5,000,000	1.9	1.31x	76.9%	4.270%
Georgia	3	4,998,733	1.9	1.36x	74.7%	4.612%
Kentucky	2	4,872,326	1.9	1.47x	71.0%	4.836%
District of Columbia	3	4,296,551	1.7	1.41x	68.2%	4.193%
Pennsylvania	1	4,000,000	1.5	1.26x	69.0%	4.110%
Maryland	1	2,390,000	0.9	1.21x	79.7%	4.340%
Alabama	1	2,070,000	0.8	1.34x	78.1%	4.790%
Tennessee	1	1,945,343	0.8	2.08x	59.9%	4.500%
Utah	1	1,802,000	0.7	1.32x	67.2%	4.100%
Oregon	1	1,400,000	0.5	1.28x	73.7%	4.670%
Minnesota	1	1,200,000	0.5	1.20x	75.5%	4.130%
Indiana	1	1,135,147	0.4	1.51x	62.7%	4.280%
Connecticut	1	1,084,000	0.4	1.25x	71.8%	4.900%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>



## Stratifications of the Underlying Mortgage Loans

### Mortgage Pool Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
29.0% - 59.9%	14	\$36,217,492	14.0%	1.58x	53.7%	4.417%
60.0% - 69.9%	32	79,430,586	30.7	1.39x	65.4%	4.255%
70.0% - 74.9%	24	48,454,091	18.7	1.30x	73.2%	4.418%
75.0% - 79.9%	31	87,182,078	33.7	1.32x	77.9%	4.279%
80.0%	4	7,728,000	3.0	1.36x	80.0%	4.148%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
23.7% - 29.9%	2	\$9,144,814	3.5%	1.70x	27.4%	4.384%
30.0% - 39.9%	37	89,455,898	34.5	1.35x	36.6%	4.089%
40.0% - 49.9%	26	71,113,779	27.5	1.41x	44.4%	4.388%
50.0% - 59.9%	12	20,058,532	7.7	1.39x	56.1%	4.419%
60.0% - 70.1%	28	69,239,224	26.7	1.33x	65.7%	4.487%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>47.7%</b>	<b>4.313%</b>

### Mortgage Pool Gross Interest Rate (Initial Fixed)

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
3.540% - 3.749%	9	\$20,770,000	8.0%	1.27x	67.8%	3.615%
3.750% - 3.999%	16	37,173,527	14.4	1.24x	72.5%	3.847%
4.000% - 4.249%	21	47,574,612	18.4	1.33x	70.3%	4.125%
4.250% - 4.499%	21	64,455,400	24.9	1.38x	70.8%	4.343%
4.500% - 5.380%	38	89,038,708	34.4	1.48x	68.4%	4.750%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Rate Type

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Hybrid ARM	56	\$149,599,281	57.8%	1.34x	70.1%	4.167%
Fixed	49	109,412,966	42.2	1.43x	69.6%	4.514%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Prepayment Protection

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Greater of YM or 1% + 1% Penalty, 1% Penalty	34	\$96,930,154	37.4%	1.37x	71.2%	4.154%
Greater of YM or 1%	33	79,554,476	30.7	1.36x	71.4%	4.433%
5%, 4%, 3%, 2%, then 1% Penalty	28	60,660,371	23.4	1.37x	66.8%	4.310%
3%, 2%, then 1% Penalty	8	19,242,247	7.4	1.52x	67.1%	4.645%
3%, then 1% Penalty	2	2,625,000	1.0	1.20x	68.4%	4.224%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

## Stratifications of the Underlying Mortgage Loans

### Mortgage Pool Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	73	\$172,378,192	66.6%	1.40x	67.7%	4.302%
Acquisition	32	86,634,055	33.4	1.32x	74.3%	4.336%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Original Term to Maturity

Original Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
60	4	\$10,231,446	4.0%	1.29x	71.8%	4.386%
84	7	18,555,977	7.2	1.40x	71.9%	4.285%
120	38	80,625,543	31.1	1.45x	68.8%	4.583%
240	56	149,599,281	57.8	1.34x	70.1%	4.167%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
56 - 60	4	\$10,231,446	4.0%	1.29x	71.8%	4.386%
61 - 180	45	99,181,520	38.3	1.44x	69.4%	4.527%
181 - 239	56	149,599,281	57.8	1.34x	70.1%	4.167%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Original Amortization Term

Original Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
300	2	\$4,609,222	1.8%	1.43x	58.8%	5.268%
360	103	254,403,025	98.2	1.38x	70.1%	4.296%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Remaining Amortization Term

Remaining Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
294 - 350	2	\$4,609,222	1.8%	1.43x	58.8%	5.268%
351 - 355	1	1,434,224	0.6	1.20x	55.4%	4.510%
356 - 357	8	16,365,710	6.3	1.51x	69.0%	4.504%
358 - 360	94	236,603,092	91.3	1.37x	70.3%	4.280%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Seasoning

Seasoning (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1 - 2	45	\$109,727,824	42.4%	1.35x	70.6%	4.224%
3 - 4	39	89,137,710	34.4	1.40x	69.3%	4.401%
5 - 6	21	60,146,713	23.2	1.39x	69.4%	4.347%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>



## Stratifications of the Underlying Mortgage Loans

### Mortgage Pool Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Garden	94	\$224,241,775	86.6%	1.37x	70.8%	4.336%
Mid Rise	8	24,310,472	9.4	1.35x	64.1%	4.037%
High Rise	1	5,300,000	2.0	1.56x	51.5%	4.510%
Townhome	1	3,360,000	1.3	1.51x	80.0%	4.450%
Seniors	1	1,800,000	0.7	1.54x	66.7%	4.440%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1910 - 1949	5	\$7,543,598	2.9%	1.24x	62.8%	4.298%
1950 - 1959	2	6,346,479	2.5	1.39x	71.1%	4.037%
1960 - 1969	3	7,869,467	3.0	1.24x	73.7%	3.999%
1970 - 1979	8	26,539,587	10.2	1.31x	74.1%	4.081%
1980 - 1989	4	11,692,532	4.5	1.81x	58.7%	4.555%
1990 - 1999	1	2,900,000	1.1	1.30x	66.1%	4.860%
2000 - 2009	10	32,613,047	12.6	1.39x	70.4%	4.508%
2010 - 2017	72	163,507,538	63.1	1.37x	70.1%	4.312%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Current Occupancy

Range of Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
87.5% - 90.0%	5	\$10,963,471	4.2%	1.25x	72.6%	4.359%
90.1% - 95.0%	16	45,462,421	17.6	1.39x	73.9%	4.484%
95.1% - 100.0%	84	202,586,355	78.2	1.38x	68.8%	4.273%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Amortization Type

Amortization Type	Number of Mortgaged Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Partial IO	69	\$175,954,000	67.9%	1.36x	70.4%	4.273%
Balloon	36	83,058,247	32.1	1.41x	68.7%	4.399%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

### Mortgage Pool Initial Fixed Period (Hybrid ARMs)

Initial Fixed Period	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Mortgage Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
N/A (Fixed)	49	\$109,412,966	42.2%	1.43x	69.6%	4.514%
60	33	72,247,999	27.9	1.25x	70.6%	3.872%
84	6	15,173,000	5.9	1.37x	69.5%	4.442%
120	17	62,178,282	24.0	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>105</b>	<b>\$259,012,247</b>	<b>100.0%</b>	<b>1.38x</b>	<b>69.9%</b>	<b>4.313%</b>

Loan Group 5YR-F

The Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Fabric Lofts	1	Mid Rise	Philadelphia, PA	Fixed	\$4,000,000	39.1%	1.26x	69.0%	4.110%
Montevista Apartments Homes	1	Mid Rise	Aurora, CO	Fixed	2,589,472	25.3	1.23x	74.4%	4.080%
Jennifer Place Apartments	1	Garden	Lexington, KY	Fixed	2,472,326	24.2	1.43x	73.6%	4.930%
Lakewood Townhome Apartments	1	Garden	Huffman, TX	Fixed	1,169,647	11.4	1.25x	72.2%	4.860%
<b>Total/Wtd. Average</b>	<b>4</b>				<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$1,169,647 - \$1,999,999	1	\$1,169,647	11.4%	1.25x	72.2%	4.860%
\$2,000,000 - \$2,999,999	2	5,061,799	49.5	1.33x	74.0%	4.495%
\$3,000,000 - \$4,000,000	1	4,000,000	39.1	1.26x	69.0%	4.110%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.23x - 1.24x	1	\$2,589,472	25.3%	1.23x	74.4%	4.080%
1.25x - 1.39x	2	5,169,647	50.5	1.26x	69.7%	4.280%
1.40x - 1.43x	1	2,472,326	24.2	1.43x	73.6%	4.930%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Pennsylvania	1	\$4,000,000	39.1%	1.26x	69.0%	4.110%
Colorado	1	2,589,472	25.3	1.23x	74.4%	4.080%
Kentucky	1	2,472,326	24.2	1.43x	73.6%	4.930%
Texas	1	1,169,647	11.4	1.25x	72.2%	4.860%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group 5YR-F**

**Loan Group Cut-off Date Loan-to-Value Ratios**

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
69.0% - 69.9%	1	\$4,000,000	39.1%	1.26x	69.0%	4.110%
70.0% - 74.4%	3	6,231,446	60.9	1.31x	73.7%	4.564%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group Maturity Date Loan-to-Value Ratios**

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
64.1% - 67.9%	4	\$10,231,446	100.0%	1.29x	66.3%	4.386%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>66.3%</b>	<b>4.386%</b>

**Loan Group Gross Interest Rate (Initial Fixed)**

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
4.080% - 4.449%	2	\$6,589,472	64.4%	1.25x	71.1%	4.098%
4.450% - 4.930%	2	3,641,974	35.6	1.37x	73.2%	4.908%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group Rate Type**

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Fixed	4	\$10,231,446	100.0%	1.29x	71.8%	4.386%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group Prepayment Protection**

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
3%, 2%, then 1% Penalty	2	\$5,061,799	49.5%	1.33x	74.0%	4.495%
Greater of YM or 1%	1	4,000,000	39.1	1.26x	69.0%	4.110%
5%, 4%, 3%, 2%, then 1% Penalty	1	1,169,647	11.4	1.25x	72.2%	4.860%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

## Loan Group 5YR-F

### Loan Group Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	2	\$5,169,647	50.5%	1.26x	69.7%	4.280%
Acquisition	2	5,061,799	49.5	1.33x	74.0%	4.495%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

### Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
60	4	\$10,231,446	100.0%	1.29x	71.8%	4.386%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

### Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
56 - 59	4	\$10,231,446	100.0%	1.29x	71.8%	4.386%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

### Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
360	4	\$10,231,446	100.0%	1.29x	71.8%	4.386%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

### Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
356 - 357	2	\$3,759,120	36.7%	1.24x	73.7%	4.323%
358 - 360	2	6,472,326	63.3	1.32x	70.8%	4.423%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

### Loan Group Seasoning

Seasoning (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1 - 2	1	\$2,472,326	24.2%	1.43x	73.6%	4.930%
3 - 4	3	7,759,120	75.8	1.25x	71.3%	4.213%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group 5YR-F**

**Loan Group Property Sub-Type**

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Mid Rise	2	\$6,589,472	64.4%	1.25x	71.1%	4.098%
Garden	2	3,641,974	35.6	1.37x	73.2%	4.908%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group Year Built / Renovated**

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
2013 - 2016	4	\$10,231,446	100.0%	1.29x	71.8%	4.386%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group Current Occupancy**

Range of Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
94.4% - 95.0%	1	\$2,589,472	25.3%	1.23x	74.4%	4.080%
95.1% - 100.0%	3	7,641,974	74.7	1.31x	71.0%	4.490%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

**Loan Group Amortization Type**

Amortization Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Balloon	3	\$6,231,446	60.9%	1.31x	73.7%	4.564%
Partial IO	1	4,000,000	39.1	1.26x	69.0%	4.110%
<b>Total/Wtd. Average</b>	<b>4</b>	<b>\$10,231,446</b>	<b>100.0%</b>	<b>1.29x</b>	<b>71.8%</b>	<b>4.386%</b>

## Loan Group 5YR-H

### Ten Largest Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Whispering Palms Apartments	1	Garden	Boca Raton, FL	Hybrid ARM	\$5,822,978	8.1%	1.20x	77.6%	3.840%
Vajjean Apartments	1	Garden	Van Nuys, CA	Hybrid ARM	4,750,000	6.6	1.27x	68.2%	3.760%
Whitely Manor Apartments	1	Mid Rise	Seattle, WA	Hybrid ARM	4,526,000	6.3	1.30x	62.4%	3.640%
6000 And 6002 North Kenmore Avenue	1	Garden	Chicago, IL	Hybrid ARM	4,400,000	6.1	1.26x	76.5%	3.770%
Del Rio Apartments	1	Garden	Boca Raton, FL	Hybrid ARM	3,480,206	4.8	1.21x	68.2%	3.840%
The Normandy Apartments	1	Mid Rise	Englewood, CO	Hybrid ARM	3,180,000	4.4	1.50x	56.1%	3.540%
Santa Barbara Arms Apartments	1	Garden	Pompano Beach, FL	Hybrid ARM	2,904,100	4.0	1.21x	75.4%	3.960%
183 Washington Avenue	1	Garden	Chelsea, MA	Hybrid ARM	2,560,000	3.5	1.20x	62.4%	3.540%
Wavcrest Avenue Apartments	1	Mid Rise	Venice, CA	Hybrid ARM	2,500,000	3.5	1.20x	59.0%	4.220%
8410 South Figueroa	1	Garden	Los Angeles, CA	Hybrid ARM	2,432,000	3.4	1.21x	80.0%	3.680%
<b>Total/Wtd. Average</b>	<b>10</b>				<b>\$36,555,284</b>	<b>50.6%</b>	<b>1.26x</b>	<b>69.2%</b>	<b>3.774%</b>

### Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$816,000 - \$999,999	2	\$1,810,374	2.5%	1.25x	75.1%	3.773%
\$1,000,000 - \$1,999,999	16	22,905,779	31.7	1.25x	70.2%	3.910%
\$2,000,000 - \$2,999,999	9	21,372,662	29.6	1.22x	72.5%	3.997%
\$3,000,000 - \$3,999,999	2	6,660,206	9.2	1.35x	62.4%	3.697%
\$4,000,000 - \$4,999,999	3	13,676,000	18.9	1.28x	69.0%	3.724%
\$5,000,000 - \$5,822,978	1	5,822,978	8.1	1.20x	77.6%	3.840%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.20x - 1.24x	24	\$48,838,230	67.6%	1.20x	72.4%	3.884%
1.25x - 1.29x	2	9,150,000	12.7	1.27x	72.2%	3.765%
1.30x - 1.39x	4	8,479,769	11.7	1.33x	69.4%	3.999%
1.40x - 1.49x	1	1,600,000	2.2	1.47x	48.9%	3.970%
1.50x - 1.59x	1	3,180,000	4.4	1.50x	56.1%	3.540%
1.60x - 1.61x	1	1,000,000	1.4	1.61x	63.3%	4.070%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
California	10	\$20,486,053	28.4%	1.24x	68.6%	3.859%
<i>Southern California</i>	10	20,486,053	28.4	1.24x	68.6%	3.859%
Florida	6	18,109,154	25.1	1.21x	74.8%	3.859%
Illinois	5	8,890,000	12.3	1.28x	74.1%	3.866%
Colorado	3	6,640,000	9.2	1.37x	67.0%	3.610%
Washington	2	6,126,000	8.5	1.27x	65.3%	3.708%
New York	4	5,799,024	8.0	1.20x	71.3%	4.134%
Massachusetts	2	4,120,000	5.7	1.20x	63.4%	3.748%
Michigan	1	2,077,769	2.9	1.39x	79.9%	4.960%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

## Loan Group 5YR-H

### Loan Group Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
48.9% - 59.9%	3	\$7,280,000	10.1%	1.39x	55.5%	3.868%
60.0% - 69.9%	11	25,118,855	34.8	1.25x	66.1%	3.775%
70.0% - 74.9%	8	11,514,464	15.9	1.22x	72.6%	3.945%
75.0% - 79.9%	9	25,086,680	34.7	1.23x	77.5%	3.961%
80.0%	2	3,248,000	4.5	1.23x	80.0%	3.680%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
30.0% - 39.9%	26	\$57,077,230	79.0%	1.25x	36.1%	3.850%
40.0% - 42.8%	7	15,170,769	21.0	1.25x	41.7%	3.954%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>37.2%</b>	<b>3.872%</b>

### Loan Group Gross Interest Rate (Initial Fixed)

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
3.540% - 3.749%	9	\$20,770,000	28.7%	1.27x	67.8%	3.615%
3.750% - 3.999%	16	37,173,527	51.5	1.24x	72.5%	3.847%
4.000% - 4.249%	5	8,799,650	12.2	1.25x	65.5%	4.141%
4.250% - 4.499%	2	3,427,053	4.7	1.20x	75.3%	4.337%
4.500% - 4.960%	1	2,077,769	2.9	1.39x	79.9%	4.960%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Rate Type

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Hybrid ARM	33	\$72,247,999	100.0%	1.25x	70.6%	3.872%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Prepayment Protection

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Greater of YM or 1% + 1% Penalty, 1% Penalty	17	\$40,409,154	55.9%	1.24x	70.5%	3.750%
5%, 4%, 3%, 2%, then 1% Penalty	12	25,857,418	35.8	1.28x	70.6%	3.988%
3%, 2%, then 1% Penalty	2	3,356,427	4.6	1.20x	74.7%	4.167%
3%, then 1% Penalty	2	2,625,000	3.6	1.20x	68.4%	4.224%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

## Loan Group 5YR-H

### Loan Group Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	25	\$50,178,846	69.5%	1.27x	68.9%	3.883%
Acquisition	8	22,069,154	30.5	1.20x	74.7%	3.845%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
240	33	\$72,247,999	100.0%	1.25x	70.6%	3.872%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
234 - 239	33	\$72,247,999	100.0%	1.25x	70.6%	3.872%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
360	33	\$72,247,999	100.0%	1.25x	70.6%	3.872%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
356 - 357	1	\$994,374	1.4%	1.20x	71.0%	3.850%
358 - 360	32	71,253,625	98.6	1.25x	70.6%	3.872%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Seasoning

Seasoning (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1 - 2	18	\$42,883,625	59.4%	1.25x	71.8%	3.864%
3 - 4	10	18,014,374	24.9	1.22x	69.4%	3.935%
5 - 6	5	11,350,000	15.7	1.30x	68.2%	3.799%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>



## Loan Group 5YR-H

### Loan Group Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Garden	30	\$62,041,999	85.9%	1.24x	72.5%	3.891%
Mid Rise	3	10,206,000	14.1	1.34x	59.6%	3.751%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1912 - 1949	3	\$4,559,374	6.3%	1.20x	65.0%	4.186%
1950 - 1959	1	4,750,000	6.6	1.27x	68.2%	3.760%
1960 - 1969	2	5,468,467	7.6	1.21x	71.2%	3.840%
1970 - 1999	4	12,916,587	17.9	1.28x	71.6%	3.766%
2000 - 2009	1	1,560,000	2.2	1.20x	65.0%	4.090%
2010 - 2017	22	42,993,572	59.5	1.25x	71.4%	3.878%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Current Occupancy

Range of Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
87.5% - 90.0%	2	\$3,465,000	4.8%	1.20x	77.8%	3.838%
90.1% - 95.0%	1	4,400,000	6.1	1.26x	76.5%	3.770%
95.1% - 100.0%	30	64,382,999	89.1	1.25x	69.9%	3.880%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Amortization Type

Amortization Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Partial IO	23	\$46,680,000	64.6%	1.27x	68.5%	3.799%
Balloon	10	25,567,999	35.4	1.22x	74.6%	4.004%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

### Loan Group Initial Fixed Period (Hybrid ARMs)

Initial Fixed Period	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
60	33	\$72,247,999	100.0%	1.25x	70.6%	3.872%
<b>Total/Wtd. Average</b>	<b>33</b>	<b>\$72,247,999</b>	<b>100.0%</b>	<b>1.25x</b>	<b>70.6%</b>	<b>3.872%</b>

## Loan Group 7YR-F

### The Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Rosemont Apartments	1	Garden	Oklahoma City, OK	Fixed	\$5,000,000	26.9%	1.31x	76.9%	4.270%
Rookwood Court And The Oakley Apartments	1	Garden	Cincinnati, OH	Fixed	3,100,000	16.7	1.44x	73.8%	4.320%
Caroline Apartments	1	Garden	Jacksonville, FL	Fixed	2,850,000	15.4	1.34x	77.0%	4.010%
Grassy Pond Apartments	1	Garden	Jacksonville, FL	Fixed	2,780,000	15.0	1.32x	77.2%	4.010%
Tahoe Gardens	1	Garden	Taunton, MA	Fixed	1,850,000	10.0	1.25x	61.7%	4.270%
Chelsea Apartments	1	Garden	Belmont, NC	Fixed	1,498,244	8.1	1.97x	52.8%	4.580%
Briardale Apartments	1	Garden	Warner Robins, GA	Fixed	1,477,733	8.0	1.48x	62.9%	5.030%
<b>Total/Wtd. Average</b>	<b>7</b>				<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$1,477,733 - \$1,999,999	3	\$4,825,977	26.0%	1.54x	59.3%	4.599%
\$2,000,000 - \$2,999,999	2	5,630,000	30.3	1.33x	77.1%	4.010%
\$3,000,000 - \$4,999,999	1	3,100,000	16.7	1.44x	73.8%	4.320%
\$5,000,000	1	5,000,000	26.9	1.31x	76.9%	4.270%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.25x - 1.29x	1	\$1,850,000	10.0%	1.25x	61.7%	4.270%
1.30x - 1.39x	3	10,630,000	57.3	1.32x	77.0%	4.132%
1.40x - 1.89x	2	4,577,733	24.7	1.45x	70.3%	4.549%
1.90x - 1.97x	1	1,498,244	8.1	1.97x	52.8%	4.580%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Florida	2	\$5,630,000	30.3%	1.33x	77.1%	4.010%
Oklahoma	1	5,000,000	26.9	1.31x	76.9%	4.270%
Ohio	1	3,100,000	16.7	1.44x	73.8%	4.320%
Massachusetts	1	1,850,000	10.0	1.25x	61.7%	4.270%
North Carolina	1	1,498,244	8.1	1.97x	52.8%	4.580%
Georgia	1	1,477,733	8.0	1.48x	62.9%	5.030%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
52.8% - 59.9%	1	\$1,498,244	8.1%	1.97x	52.8%	4.580%
60.0% - 69.9%	2	3,327,733	17.9	1.35x	62.2%	4.607%
70.0% - 74.9%	1	3,100,000	16.7	1.44x	73.8%	4.320%
75.0% - 77.2%	3	10,630,000	57.3	1.32x	77.0%	4.132%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

## Loan Group 7YR-F

### Loan Group Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
46.3% - 49.9%	1	\$1,498,244	8.1%	1.97x	46.3%	4.580%
50.0% - 59.9%	2	3,327,733	17.9	1.35x	54.7%	4.607%
60.0% - 70.1%	4	13,730,000	74.0	1.35x	68.9%	4.175%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>64.5%</b>	<b>4.285%</b>

### Loan Group Gross Interest Rate (Initial Fixed)

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
4.010% - 4.249%	2	\$5,630,000	30.3%	1.33x	77.1%	4.010%
4.250% - 4.499%	3	9,950,000	53.6	1.34x	73.1%	4.286%
4.500% - 5.030%	2	2,975,977	16.0	1.73x	57.8%	4.803%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Rate Type

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Fixed	7	\$18,555,977	100.0%	1.40x	71.9%	4.285%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Prepayment Protection

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Greater of YM or 1%	5	\$15,580,000	84.0%	1.34x	74.6%	4.186%
5%, 4%, 3%, 2%, then 1% Penalty	2	2,975,977	16.0	1.73x	57.8%	4.803%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	6	\$17,078,244	92.0%	1.39x	72.6%	4.221%
Acquisition	1	1,477,733	8.0	1.48x	62.9%	5.030%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
84	7	\$18,555,977	100.0%	1.40x	71.9%	4.285%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

## Loan Group 7YR-F

### Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
78 - 83	7	\$18,555,977	100.0%	1.40x	71.9%	4.285%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
300	1	\$1,477,733	8.0%	1.48x	62.9%	5.030%
360	6	17,078,244	92.0	1.39x	72.6%	4.221%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
299 - 357	1	\$1,477,733	8.0%	1.48x	62.9%	5.030%
358 - 360	6	17,078,244	92.0	1.39x	72.6%	4.221%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Seasoning

Seasoning (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1 - 2	2	\$2,975,977	16.0%	1.73x	57.8%	4.803%
3 - 4	2	4,950,000	26.7	1.37x	69.3%	4.301%
5 - 6	3	10,630,000	57.3	1.32x	77.0%	4.132%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Garden	7	\$18,555,977	100.0%	1.40x	71.9%	4.285%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

### Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1970	1	\$5,000,000	26.9%	1.31x	76.9%	4.270%
1971 - 2016	6	13,555,977	73.1	1.43x	70.0%	4.291%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

**Loan Group 7YR-F**

**Loan Group Current Occupancy**

<b>Range of Current Occupancy</b>	<b>Number of Mortgaged Properties</b>	<b>Cut-off Date Principal Balance</b>	<b>% of Initial Loan Group Balance</b>	<b>Weighted Average Underwritten DSCR</b>	<b>Weighted Average Cut-off Date LTV Ratio</b>	<b>Weighted Average Gross Rate (Initial Fixed)</b>
90.9% - 95.0%	3	\$9,257,733	49.9%	1.34x	74.8%	4.313%
95.1% - 100.0%	4	9,298,244	50.1	1.46x	69.0%	4.257%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

**Loan Group Amortization Type**

<b>Amortization Type</b>	<b>Number of Mortgage Loans</b>	<b>Cut-off Date Principal Balance</b>	<b>% of Initial Loan Group Balance</b>	<b>Weighted Average Underwritten DSCR</b>	<b>Weighted Average Cut-off Date LTV Ratio</b>	<b>Weighted Average Gross Rate (Initial Fixed)</b>
Partial IO	5	\$15,580,000	84.0%	1.34x	74.6%	4.186%
Balloon	2	2,975,977	16.0	1.73x	57.8%	4.803%
<b>Total/Wtd. Average</b>	<b>7</b>	<b>\$18,555,977</b>	<b>100.0%</b>	<b>1.40x</b>	<b>71.9%</b>	<b>4.285%</b>

The Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Oakwood Terrace Apartments	1	Garden	Everman, TX	Hybrid ARM	\$4,320,000	28.5%	1.49x	76.7%	4.410%
Kingridge Village Apartments	1	Garden	Greenville, TX	Hybrid ARM	3,149,000	20.8	1.31x	74.4%	4.760%
Emerald Villa Apartments	1	Garden	Kenmore, WA	Hybrid ARM	3,000,000	19.8	1.30x	63.4%	4.180%
College Grove	1	Garden	San Diego, CA	Hybrid ARM	1,820,000	12.0	1.21x	55.3%	4.130%
Stonegate Square Apartments	1	Seniors	Columbus, OH	Hybrid ARM	1,800,000	11.9	1.54x	66.7%	4.440%
80 Sherman Avenue Apartments	1	Garden	New Haven, CT	Hybrid ARM	1,084,000	7.1	1.25x	71.8%	4.900%
<b>Total/Wtd. Average</b>	<b>6</b>				<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$1,084,000 - \$2,999,999	3	\$4,704,000	31.0%	1.35x	63.5%	4.426%
\$3,000,000 - \$3,999,999	2	6,149,000	40.5	1.31x	69.0%	4.477%
\$4,000,000 - \$4,320,000	1	4,320,000	28.5	1.49x	76.7%	4.410%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.21x - 1.24x	1	\$1,820,000	12.0%	1.21x	55.3%	4.130%
1.25x - 1.29x	1	1,084,000	7.1	1.25x	71.8%	4.900%
1.30x - 1.39x	2	6,149,000	40.5	1.31x	69.0%	4.477%
1.40x - 1.49x	1	4,320,000	28.5	1.49x	76.7%	4.410%
1.50x - 1.54x	1	1,800,000	11.9	1.54x	66.7%	4.440%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Texas	2	\$7,469,000	49.2%	1.41x	75.7%	4.558%
Washington	1	3,000,000	19.8	1.30x	63.4%	4.180%
California	1	1,820,000	12.0	1.21x	55.3%	4.130%
<i>Southern California</i>	<i>1</i>	<i>1,820,000</i>	<i>12.0</i>	<i>1.21x</i>	<i>55.3%</i>	<i>4.130%</i>
Ohio	1	1,800,000	11.9	1.54x	66.7%	4.440%
Connecticut	1	1,084,000	7.1	1.25x	71.8%	4.900%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

Loan Group Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
55.3% - 59.9%	1	\$1,820,000	12.0%	1.21x	55.3%	4.130%
60.0% - 69.9%	2	4,800,000	31.6	1.39x	64.6%	4.278%
70.0% - 74.9%	2	4,233,000	27.9	1.29x	73.7%	4.796%
75.0% - 76.7%	1	4,320,000	28.5	1.49x	76.7%	4.410%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

## Loan Group 7YR-H

### Loan Group Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
31.0% - 39.9%	4	\$7,704,000	50.8%	1.33x	35.5%	4.330%
40.0% - 43.5%	2	7,469,000	49.2	1.41x	43.4%	4.558%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>39.4%</b>	<b>4.442%</b>

### Loan Group Gross Interest Rate (Initial Fixed)

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
4.130% - 4.249%	2	\$4,820,000	31.8%	1.27x	60.3%	4.161%
4.250% - 4.499%	2	6,120,000	40.3	1.50x	73.8%	4.419%
4.500% - 4.900%	2	4,233,000	27.9	1.29x	73.7%	4.796%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Rate Type

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Hybrid ARM	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Prepayment Protection

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Greater of YM or 1% + 1% Penalty, 1% Penalty	3	\$9,120,000	60.1%	1.44x	70.4%	4.340%
3%, 2%, then 1% Penalty	1	3,149,000	20.8	1.31x	74.4%	4.760%
5%, 4%, 3%, 2%, then 1% Penalty	2	2,904,000	19.1	1.22x	61.5%	4.417%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	5	\$10,853,000	71.5%	1.32x	66.6%	4.455%
Acquisition	1	4,320,000	28.5	1.49x	76.7%	4.410%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
240	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

## Loan Group 7YR-H

### Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
234 - 239	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
360	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
360	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Seasoning

Seasoning (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1 - 2	1	\$1,820,000	12.0%	1.21x	55.3%	4.130%
3 - 4	3	7,233,000	47.7	1.30x	69.4%	4.540%
5 - 6	2	6,120,000	40.3	1.50x	73.8%	4.419%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Garden	5	\$13,373,000	88.1%	1.35x	69.9%	4.442%
Seniors	1	1,800,000	11.9	1.54x	66.7%	4.440%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

### Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
2012 - 2017	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>



**Loan Group 7YR-H**

**Loan Group Current Occupancy**

<b>Range of Current Occupancy</b>	<b>Number of Mortgaged Properties</b>	<b>Cut-off Date Principal Balance</b>	<b>% of Initial Loan Group Balance</b>	<b>Weighted Average Underwritten DSCR</b>	<b>Weighted Average Cut-off Date LTV Ratio</b>	<b>Weighted Average Gross Rate (Initial Fixed)</b>
90.8% - 95.0%	1	\$4,320,000	28.5%	1.49x	76.7%	4.410%
95.1% - 100.0%	5	10,853,000	71.5	1.32x	66.6%	4.455%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

**Loan Group Amortization Type**

<b>Amortization Type</b>	<b>Number of Mortgage Loans</b>	<b>Cut-off Date Principal Balance</b>	<b>% of Initial Loan Group Balance</b>	<b>Weighted Average Underwritten DSCR</b>	<b>Weighted Average Cut-off Date LTV Ratio</b>	<b>Weighted Average Gross Rate (Initial Fixed)</b>
Partial IO	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

**Loan Group Initial Fixed Period (Hybrid ARMs)**

<b>Initial Fixed Period</b>	<b>Number of Mortgage Loans</b>	<b>Cut-off Date Principal Balance</b>	<b>% of Initial Loan Group Balance</b>	<b>Weighted Average Underwritten DSCR</b>	<b>Weighted Average Cut-off Date LTV Ratio</b>	<b>Weighted Average Gross Rate (Initial Fixed)</b>
84	6	\$15,173,000	100.0%	1.37x	69.5%	4.442%
<b>Total/Wtd. Average</b>	<b>6</b>	<b>\$15,173,000</b>	<b>100.0%</b>	<b>1.37x</b>	<b>69.5%</b>	<b>4.442%</b>

## Loan Group 10YR-F

### Ten Largest Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Cambridge Apartments	1	Garden	Angleton, TX	Fixed	\$5,900,000	7.3%	1.28x	79.2%	4.750%
Pasadena Apartments	1	High Rise	Detroit, MI	Fixed	5,300,000	6.6	1.56x	51.5%	4.510%
Cross Creek Gardens Apartments	1	Garden	Cleveland, OH	Fixed	4,677,501	5.8	1.25x	78.0%	4.630%
Coral Ridge Apartments	1	Garden	Temperance, MI	Fixed	4,115,732	5.1	1.33x	73.5%	4.770%
University Place Apartments	1	Garden	Jacksonville, FL	Fixed	3,994,850	5.0	1.45x	74.0%	4.150%
Dogwood Creek Apartments	1	Garden	Greensboro, NC	Fixed	3,131,489	3.9	1.40x	56.9%	5.380%
Cooper Meadows	1	Garden	Westerville, OH	Fixed	3,000,000	3.7	1.37x	71.4%	4.530%
Surrey Park Apartments	1	Garden	Hudson, OH	Fixed	2,615,647	3.2	1.31x	74.7%	4.700%
Greenbriar Mill	1	Garden	Atlanta, GA	Fixed	2,401,000	3.0	1.32x	79.4%	4.360%
Midland Townhomes	1	Garden	Shelbyville, KY	Fixed	2,400,000	3.0	1.51x	68.4%	4.740%
<b>Total/Wtd. Average</b>	<b>10</b>				<b>\$37,536,220</b>	<b>46.6%</b>	<b>1.38x</b>	<b>70.5%</b>	<b>4.645%</b>

### Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgaged Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$1,080,918 - \$1,999,999	23	\$32,089,124	39.8%	1.42x	69.3%	4.480%
\$2,000,000 - \$2,999,999	8	18,416,847	22.8	1.62x	66.7%	4.642%
\$3,000,000 - \$3,999,999	3	10,126,339	12.6	1.41x	67.9%	4.643%
\$4,000,000 - \$4,999,999	2	8,793,233	10.9	1.29x	75.9%	4.696%
\$5,000,000 - \$5,900,000	2	11,200,000	13.9	1.41x	66.1%	4.636%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgaged Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.20x - 1.24x	3	\$5,024,224	6.2%	1.20x	71.8%	4.338%
1.25x - 1.29x	9	20,479,815	25.4	1.26x	75.2%	4.647%
1.30x - 1.39x	10	21,334,610	26.5	1.33x	75.1%	4.563%
1.40x - 1.49x	6	13,264,019	16.5	1.43x	64.9%	4.532%
1.50x - 1.69x	5	11,264,111	14.0	1.53x	58.6%	4.522%
1.70x - 1.89x	2	3,073,222	3.8	1.72x	79.8%	4.860%
1.90x - 2.09x	2	4,043,010	5.0	2.08x	53.0%	4.661%
2.10x - 3.16x	1	2,142,532	2.7	3.16x	29.0%	4.820%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Texas	5	\$13,695,311	17.0%	1.58x	68.7%	4.702%
Michigan	5	13,442,479	16.7	1.43x	61.1%	4.605%
Ohio	4	11,906,321	14.8	1.30x	74.9%	4.608%
Florida	5	9,367,037	11.6	1.52x	73.6%	4.467%
District of Columbia	3	4,296,551	5.3	1.41x	68.2%	4.193%
North Carolina	2	4,212,407	5.2	1.37x	59.7%	5.139%
Georgia	2	3,521,000	4.4	1.31x	79.6%	4.436%
Kentucky	1	2,400,000	3.0	1.51x	68.4%	4.740%
Maryland	1	2,390,000	3.0	1.21x	79.7%	4.340%
Colorado	1	2,097,667	2.6	2.08x	46.6%	4.810%
Alabama	1	2,070,000	2.6	1.34x	78.1%	4.790%
Tennessee	1	1,945,343	2.4	2.08x	59.9%	4.500%
Illinois	1	1,462,057	1.8	1.31x	78.6%	4.010%
California	1	1,434,224	1.8	1.20x	55.4%	4.510%
<i>Southern California</i>	<i>1</i>	<i>1,434,224</i>	<i>1.8</i>	<i>1.20x</i>	<i>55.4%</i>	<i>4.510%</i>
New York	1	1,400,000	1.7	1.30x	72.2%	4.370%
Oregon	1	1,400,000	1.7	1.28x	73.7%	4.670%
Massachusetts	1	1,250,000	1.6	1.50x	69.4%	4.710%
Minnesota	1	1,200,000	1.5	1.20x	75.5%	4.130%
Indiana	1	1,135,147	1.4	1.51x	62.7%	4.280%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

## Loan Group 10YR-F

### Loan Group Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
29.0% - 59.9%	8	\$18,616,966	23.1%	1.79x	51.2%	4.709%
60.0% - 69.9%	8	11,706,998	14.5	1.43x	65.5%	4.474%
70.0% - 74.9%	10	23,375,181	29.0	1.33x	73.1%	4.558%
75.0% - 79.9%	11	25,806,398	32.0	1.33x	78.5%	4.563%
80.0%	1	1,120,000	1.4	1.30x	80.0%	4.600%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
23.7% - 29.9%	1	\$2,142,532	2.7%	3.16x	23.7%	4.820%
30.0% - 39.9%	1	2,097,667	2.6	2.08x	38.1%	4.810%
40.0% - 49.9%	6	14,376,766	17.8	1.54x	45.4%	4.678%
50.0% - 59.9%	10	16,730,799	20.8	1.40x	56.4%	4.382%
60.0% - 69.5%	20	45,277,778	56.2	1.33x	64.6%	4.605%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>57.7%</b>	<b>4.583%</b>

### Loan Group Gross Interest Rate (Initial Fixed)

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
4.000% - 4.249%	6	\$10,848,490	13.5%	1.40x	71.5%	4.106%
4.250% - 4.499%	6	9,957,065	12.3	1.32x	72.8%	4.367%
4.500% - 5.380%	26	59,819,989	74.2	1.48x	67.6%	4.705%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Rate Type

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Fixed	38	\$80,625,543	100.0%	1.45x	68.8%	4.583%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Prepayment Protection

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Greater of YM or 1%	27	\$59,974,476	74.4%	1.38x	70.7%	4.519%
5%, 4%, 3%, 2%, then 1% Penalty	8	12,976,047	16.1	1.55x	67.2%	4.687%
3%, 2%, then 1% Penalty	3	7,675,021	9.5	1.87x	56.2%	4.905%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

## Loan Group 10YR-F

### Loan Group Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	28	\$56,921,174	70.6%	1.51x	66.9%	4.549%
Acquisition	10	23,704,370	29.4	1.31x	73.4%	4.665%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
120	38	\$80,625,543	100.0%	1.45x	68.8%	4.583%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
114 - 119	38	\$80,625,543	100.0%	1.45x	68.8%	4.583%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
300	1	\$3,131,489	3.9%	1.40x	56.9%	5.380%
360	37	77,494,054	96.1	1.45x	69.3%	4.551%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
294 - 350	1	\$3,131,489	3.9%	1.40x	56.9%	5.380%
351 - 355	1	1,434,224	1.8	1.20x	55.4%	4.510%
356 - 357	5	11,612,216	14.4	1.62x	67.3%	4.619%
358 - 360	31	64,447,614	79.9	1.43x	69.9%	4.539%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Seasoning

Seasoning (months)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1 - 2	16	\$35,202,614	43.7%	1.47x	70.8%	4.548%
3 - 4	16	33,426,216	41.5	1.49x	67.3%	4.585%
5 - 6	6	11,996,713	14.9	1.31x	67.0%	4.681%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

## Loan Group 10YR-F

### Loan Group Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Garden	35	\$72,685,543	90.2%	1.45x	70.3%	4.589%
High Rise	1	5,300,000	6.6	1.56x	51.5%	4.510%
Mid Rise	2	2,640,000	3.3	1.35x	62.3%	4.546%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1910 - 1949	2	\$2,984,224	3.7%	1.31x	59.5%	4.468%
1950 - 1959	1	1,596,479	2.0	1.74x	79.8%	4.860%
1960 - 1969	1	2,401,000	3.0	1.32x	79.4%	4.360%
1970 - 1979	1	1,400,000	1.7	1.30x	72.2%	4.370%
1980 - 1999	3	5,692,532	7.1	2.02x	55.2%	4.719%
2000 - 2009	5	14,650,765	18.2	1.41x	70.6%	4.764%
2010 - 2017	25	51,900,543	64.4	1.41x	69.4%	4.531%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Current Occupancy

Range of Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
88.9% - 90.0%	3	\$7,498,471	9.3%	1.27x	70.2%	4.600%
90.1% - 95.0%	8	17,780,216	22.1	1.33x	73.9%	4.668%
95.1% - 100.0%	27	55,346,856	68.6	1.52x	67.0%	4.553%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

### Loan Group Amortization Type

Amortization Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Balloon	20	\$41,280,543	51.2%	1.54x	66.9%	4.614%
Partial IO	18	39,345,000	48.8	1.36x	70.8%	4.550%
<b>Total/Wtd. Average</b>	<b>38</b>	<b>\$80,625,543</b>	<b>100.0%</b>	<b>1.45x</b>	<b>68.8%</b>	<b>4.583%</b>

Ten Largest Mortgage Loans

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Mortgage Pool Rate Type	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate (Initial Fixed)
Tempo Apartments	1	Garden	Seattle, WA	Hybrid ARM	\$7,002,282	11.3%	1.25x	58.4%	4.250%
Urban 55 Apartment Homes	1	Garden	Glendale, AZ	Hybrid ARM	6,000,000	9.6	1.60x	62.0%	4.400%
825 West Sunnyside Avenue	1	Garden	Chicago, IL	Hybrid ARM	5,000,000	8.0	1.42x	68.5%	4.370%
High Point In The Park Apartments	1	Mid Rise	Elyria, OH	Hybrid ARM	4,875,000	7.8	1.51x	65.0%	4.280%
Wind Chase Village Apartments	1	Garden	Abilene, TX	Hybrid ARM	4,875,000	7.8	1.76x	65.0%	5.040%
Urban Edge Apartment Homes	1	Garden	Phoenix, AZ	Hybrid ARM	4,275,000	6.9	1.44x	75.0%	4.520%
Chatham Portfolio I	1	Garden	Chicago, IL	Hybrid ARM	3,800,000	6.1	1.48x	79.8%	4.210%
Wadsworth Arms Apartments	1	Garden	Arvada, CO	Hybrid ARM	3,536,000	5.7	1.20x	79.8%	4.350%
East End Townhomes	1	Townhome	Calumet City, IL	Hybrid ARM	3,360,000	5.4	1.51x	80.0%	4.450%
Pearl Plaza Apartments	1	Garden	Tacoma, WA	Hybrid ARM	3,025,000	4.9	1.41x	63.4%	4.230%
<b>Total/Wtd. Average</b>	<b>10</b>				<b>\$45,748,282</b>	<b>73.6%</b>	<b>1.46x</b>	<b>68.3%</b>	<b>4.413%</b>

Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
\$1,802,000 - \$1,999,999	1	\$1,802,000	2.9%	1.32x	67.2%	4.100%
\$2,000,000 - \$2,999,999	6	14,628,000	23.5	1.36x	74.1%	4.576%
\$3,000,000 - \$3,999,999	4	13,721,000	22.1	1.40x	76.2%	4.309%
\$4,000,000 - \$4,999,999	3	14,025,000	22.6	1.58x	68.0%	4.617%
\$5,000,000 - \$5,999,999	1	5,000,000	8.0	1.42x	68.5%	4.370%
\$6,000,000 - \$6,999,999	1	6,000,000	9.6	1.60x	62.0%	4.400%
\$7,000,000 - \$7,002,282	1	7,002,282	11.3	1.25x	58.4%	4.250%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1.20x - 1.24x	2	\$6,484,000	10.4%	1.21x	79.8%	4.359%
1.25x - 1.29x	1	7,002,282	11.3	1.25x	58.4%	4.250%
1.30x - 1.39x	3	6,962,000	11.2	1.33x	70.9%	4.446%
1.40x - 1.49x	7	22,620,000	36.4	1.44x	72.3%	4.441%
1.50x - 1.59x	2	8,235,000	13.2	1.51x	71.1%	4.349%
1.60x - 1.69x	1	6,000,000	9.6	1.60x	62.0%	4.400%
1.70x - 1.76x	1	4,875,000	7.8	1.76x	65.0%	5.040%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Illinois	7	\$21,888,000	35.2%	1.42x	76.9%	4.345%
Arizona	2	10,275,000	16.5	1.53x	67.4%	4.450%
Washington	2	10,027,282	16.1	1.30x	59.9%	4.244%
Ohio	1	4,875,000	7.8	1.51x	65.0%	4.280%
Texas	1	4,875,000	7.8	1.76x	65.0%	5.040%
Colorado	1	3,536,000	5.7	1.20x	79.8%	4.350%
California	1	2,900,000	4.7	1.30x	66.1%	4.860%
<i>Southern California</i>	1	2,900,000	4.7	1.30x	66.1%	4.860%
Michigan	1	2,000,000	3.2	1.41x	62.3%	5.270%
Utah	1	1,802,000	2.9	1.32x	67.2%	4.100%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

## Loan Group 10YR-H

### Loan Group Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
58.4% - 59.9%	1	\$7,002,282	11.3%	1.25x	58.4%	4.250%
60.0% - 74.9%	8	30,477,000	49.0	1.51x	64.9%	4.545%
75.0% - 79.9%	7	21,339,000	34.3	1.37x	78.4%	4.359%
80.0%	1	3,360,000	5.4	1.51x	80.0%	4.450%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
28.5% - 29.9%	1	\$7,002,282	11.3%	1.25x	28.5%	4.250%
30.0% - 39.9%	6	22,577,000	36.3	1.55x	38.1%	4.543%
40.0% - 48.3%	10	32,599,000	52.4	1.39x	45.4%	4.414%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>40.9%</b>	<b>4.442%</b>

### Loan Group Gross Interest Rate (Initial Fixed)

Gross Interest Rate (Initial Fixed)	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
4.100% - 4.249%	4	\$10,887,000	17.5%	1.41x	73.2%	4.193%
4.250% - 4.499%	8	35,001,282	56.3	1.40x	68.6%	4.340%
4.500% - 5.270%	5	16,290,000	26.2	1.51x	69.5%	4.828%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Rate Type

Rate Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Hybrid ARM	17	\$62,178,282	100.0%	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Prepayment Protection

Prepayment Protection	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Greater of YM or 1% + 1% Penalty, 1% Penalty	14	\$47,401,000	76.2%	1.46x	72.0%	4.462%
5%, 4%, 3%, 2%, then 1% Penalty	3	14,777,282	23.8	1.35x	62.1%	4.380%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Loan Purpose

Loan Purpose	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Refinance	7	\$32,177,282	51.8%	1.47x	64.6%	4.514%
Acquisition	10	30,001,000	48.2	1.39x	75.1%	4.366%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

## Loan Group 10YR-H

### Loan Group Original Term to Maturity

	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Original Term to Maturity (months)						
240	17	\$62,178,282	100.0%	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Remaining Term to Maturity

	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Remaining Term to Maturity (months)						
234 - 239	17	\$62,178,282	100.0%	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Original Amortization Term

	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Original Amortization Term (months)						
360	17	\$62,178,282	100.0%	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Remaining Amortization Term

	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Remaining Amortization Term (months)						
358 - 360	17	\$62,178,282	100.0%	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Seasoning

	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Seasoning (months)						
1 - 2	7	\$24,373,282	39.2%	1.31x	70.7%	4.254%
3 - 4	5	17,755,000	28.6	1.54x	72.1%	4.580%
5 - 6	5	20,050,000	32.2	1.48x	66.1%	4.550%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Property Sub-Type

	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Property Sub-Type						
Garden	15	\$53,943,282	86.8%	1.42x	69.4%	4.457%
Mid Rise	1	4,875,000	7.8	1.51x	65.0%	4.280%
Townhome	1	3,360,000	5.4	1.51x	80.0%	4.450%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>



## Loan Group 10YR-H

### Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
1971 - 1979	2	\$7,223,000	11.6%	1.35x	76.9%	4.459%
1980 - 1989	1	6,000,000	9.6	1.60x	62.0%	4.400%
1990 - 1999	1	2,900,000	4.7	1.30x	66.1%	4.860%
2000 - 2009	4	16,402,282	26.4	1.39x	70.7%	4.319%
2010 - 2017	9	29,653,000	47.7	1.45x	69.2%	4.475%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Current Occupancy

Range of Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
92.3% - 95.0%	2	\$7,115,000	11.4%	1.67x	69.5%	4.876%
95.1% - 100.0%	15	55,063,282	88.6	1.40x	69.6%	4.386%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Amortization Type

Amortization Type	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
Partial IO	16	\$55,176,000	88.7%	1.45x	71.0%	4.467%
Balloon	1	7,002,282	11.3	1.25x	58.4%	4.250%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

### Loan Group Initial Fixed Period (Hybrid ARMs)

Initial Fixed Period	Number of Mortgage Loans	Cut-off Date Principal Balance	% of Initial Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate (Initial Fixed)
120	17	\$62,178,282	100.0%	1.43x	69.6%	4.442%
<b>Total/Wtd. Average</b>	<b>17</b>	<b>\$62,178,282</b>	<b>100.0%</b>	<b>1.43x</b>	<b>69.6%</b>	<b>4.442%</b>

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**EXHIBIT B**

**FORM OF CERTIFICATE ADMINISTRATOR'S STATEMENT TO CERTIFICATEHOLDERS**

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# Wells Fargo Commercial Mortgage Securities, Inc.

FRESB 2017-SB38 Mortgage Trust, Multifamily Mortgage Pass-Through Certificates, Series 2017-SB38

October 25, 2017

Deutsche Bank



1761 E. St. Andrew Place  
Santa Ana, CA 92705

Website:  
<https://tss.sfs.db.com/investpublic>

Associated Files  
Supplements  
Pool Periodic  
Bond Periodic  
Loan Periodic  
Loan Setup  
Governing Documents  
Annex A

Factor Information:  
(800) 735-7777

Main Phone Number:  
714-247-6000

**Administrator**

## Table of Contents

Certificate Payment Report	2	Stratification - Mortgage Balances/Rates	29
Certificate Factor Report	3	Stratification - Amortization Terms	30
Cash Reconciliation	4	Stratification - Geographic Distribution	31
Other Related Information	11	Stratification - Financial Ratios and Others	32
Pool and Performance Detail	12	Loan Level Detail	33
Certificate Interest Reconciliation	19	Specially Serviced Loan Detail	34
Interest Shortfall Reconciliation	20	Specially Serviced Loan Comments	35
Certificate Reconciliation Detail	21	Appraisal Reduction Detail	36
Certificate Reconciliation Detail - Guaranteed Deficiency Detail	22	Appraisal Reduction Comments	37
Performance History	23	Modifications/Extensions Detail/Description	38
Delinquency Detail	24	Material Breaches and Document Defects	39
Payoff History	25	Property Detail (Default/Transfer)	40
REO Historical Detail	26	Extraordinary Event	41
Historical Certificate/Collateral Loss Reconciliation	27		
Historical Loss Liquidation	28		

## Contacts

Depositor	Wells Fargo Commercial Mortgage Securities, Inc.
Master Servicer	Federal Home Loan Mortgage Corporation
Special Servicer	Hunt Servicing Company, LLC
Underwriters	Wells Fargo Securities, LLC FTN Financial Capital Markets Multi-Bank Securities, Inc. J.P. Morgan Securities LLC Stifel, Nicolaus & Company, Incorporated
Trustee	Deutsche Bank Trust Company Americas
Certificate Administrator	Deutsche Bank Trust Company Americas

## Dates

<b>Current Distribution Date</b>	<b>10/25/2017</b>
<b>Distribution Count</b>	<b>1</b>
Prior Distribution Date	N/A
Next Distribution Date	11/27/2017
Trust Collection Period	09/01/2017 to 10/11/2017
Record Date	09/30/2017
Determination Date	10/11/2017
Cut-off Date	09/01/2017
Closing Date	09/28/2017
Initial Distribution Date	10/25/2017

*In connection with the Certificate Administrator's preparation of this Statement to Certificateholders, the Certificate Administrator is conclusively relying upon, and has not independently verified, information provided to it by various third parties, including the Master Servicer, Special Servicer and other parties to the transaction. The Certificate Administrator makes no representations as to the completeness, reliability, accuracy or suitability for any purpose of the information provided to it by such third parties.*

**Certificate Payment Report**

Class	Class Type	CUSIP	Balance and Principal Components					Interest		Pass-Through Rate		Credit Support	
			Original Balance	Beginning Balance	Principal	Non-Prin Adj/ Loss/Accretion	Ending Balance	Interest Distributed	Excess/ Shortfall	Current	Next	Original %	Current %
A-5F													
A-5H													
A-7F													
A-7H													
A-10F													
A-10H													
X1													
B													
R													
<b>SubTotal</b>													
<b>Total</b>													

**Certificate Factor Report**

Class	Cusip	Accrual			Balance Factors			Payment Factors		
		Start Date	End Date	Methodology	Original Balance	Beginning Balance	Ending Balance	Interest Distributed	Principal Distributed	Total Distributed
A-5F										
A-5H										
A-7F										
A-7H										
A-10F										
A-10H										
X1										
B										
R										

October 25, 2017

## Cash Reconciliation

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
		<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>Interest</b>				
<b>A. Scheduled Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
Current Interest	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Delinquent Interest	Extension Interest (ARD)	Paid Reimbursement			
	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
	Interest Recovery				
	ASER Recovered				
	Other Interest Proceeds				
	Guarantor Reimbursement (1)				
<b>B. Servicing Fees &amp; Expenses</b>	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
Current Servicer Fees	Gross PPIS (Prepay Interest Shortfall)	Deposit			
Delinquent Servicer Fees	Servicer PPIS Cap	Cumulative Deposit			
Sub-Servicer	Net PPIS	Withdrawal			
Servicer Fee Strips	Deferred Interest				
Miscellaneous Fees	Modification Shortfall				
<b>Scheduled Servicer Fees/Expenses</b>	ASER Applied				
	Special Servicer Fees				
	Workout Fees				
	Liquidation Fees				
	Non-Recoverable Advances				
	Interest on Prior Advances				
	Various Expenses				
	Other Interest Loss				
<b>Interest Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Summary</b>			
<b>Principal &amp; Interest Non-Adjusted</b>	Workout - Delayed Reimbursement Amount	Principal Adjusted			
<b>Notes</b>		Scheduled Interest			
(1) Reimbursement to the Guarantor sourced from Servicer		Servicer Fee & Expense			
(2) Timing Guarantor Payment (Balloon and/or Class Final)		Interest Shortfall Expense			
(3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon		<b>Servicer Wire</b>			
		Trustee Fee & Expense			
		Guarantor Pmt/Reimbursement			
		Sister Agreements			
		Interest Reserve Account			
		<b>Due to Certificates</b>			



## Cash Reconciliation - Group 5YR-F

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
	<b>Interest</b>	<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
<b>A. Scheduled Interest</b>	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Current Interest	Extension Interest (ARD)	Paid Reimbursement			
Delinquent Interest	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
<b>B Servicing Fees &amp; Expenses</b>	Interest Recovery				
Current Servicer Fees	ASER Recovered				
Delinquent Servicer Fees	Other Interest Proceeds				
Sub-Servicer	Guarantor Reimbursement (1)				
Servicer Fee Strips					
Miscellaneous Fees					
<b>Scheduled Servicer Fees/Expenses</b>	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
	Gross PPIS (Prepay Interest Shortfall)	Deposit			
	Servicer PPIS Cap	Cumulative Deposit			
	Net PPIS	Withdrawal			
	Deferred Interest				
	Modification Shortfall				
	ASER Applied				
	Special Servicer Fees				
	Workout Fees				
	Liquidation Fees				
	Non-Recoverable Advances				
	Interest on Prior Advances				
	Various Expenses				
	Other Interest Loss				
	<b>Net Excess/Shortfall</b>				
	Workout - Delayed Reimbursement Amount				
<b>Interest Non-Adjusted</b>		<b>Summary</b>			
<b>Principal &amp; Interest Non-Adjusted</b>		Principal Adjusted			
<b>Notes</b>		Scheduled Interest			
(1) Reimbursement to the Guarantor sourced from Servicer		Servicer Fee & Expense			
(2) Timing Guarantor Payment (Balloon and/or Class Final)		Interest Shortfall Expense			
(3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon		<b>Servicer Wire</b>			
		Trustee Fee & Expense			
		Guarantor Pmt/Reimbursement			
		Sister Agreements			
		Interest Reserve Account			
		<b>Due to Certificates</b>			

## Cash Reconciliation - Group 7YR-F

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
	<b>Interest</b>	<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
<b>A. Scheduled Interest</b>	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Current Interest	Extension Interest (ARD)	Paid Reimbursement			
Delinquent Interest	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
<b>B. Servicing Fees &amp; Expenses</b>	Interest Recovery				
Current Servicer Fees	ASER Recovered				
Delinquent Servicer Fees	Other Interest Proceeds				
Sub-Servicer	Guarantor Reimbursement (1)				
Servicer Fee Strips					
Miscellaneous Fees					
<b>Scheduled Servicer Fees/Expenses</b>	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
	Gross PPIS (Prepay Interest Shortfall)	Deposit			
	Servicer PPIS Cap	Cumulative Deposit			
	Net PPIS	Withdrawal			
	Deferred Interest				
	Modification Shortfall				
	ASER Applied				
	Special Servicer Fees				
	Workout Fees				
	Liquidation Fees				
	Non-Recoverable Advances				
	Interest on Prior Advances				
	Various Expenses				
	Other Interest Loss				
	<b>Net Excess/Shortfall</b>				
	Workout - Delayed Reimbursement Amount				
<b>Interest Non-Adjusted</b>		<b>Summary</b>			
<b>Principal &amp; Interest Non-Adjusted</b>		Principal Adjusted			
<b>Notes</b>		Scheduled Interest			
(1) Reimbursement to the Guarantor sourced from Servicer		Servicer Fee & Expense			
(2) Timing Guarantor Payment (Balloon and/or Class Final)		Interest Shortfall Expense			
(3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon		<b>Servicer Wire</b>			
		Trustee Fee & Expense			
		Guarantor Pmt/Reimbursement			
		Sister Agreements			
		Interest Reserve Account			
		<b>Due to Certificates</b>			

## Cash Reconciliation - Group 10YR-F

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
	<b>Interest</b>	<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
<b>A. Scheduled Interest</b>	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Current Interest	Extension Interest (ARD)	Paid Reimbursement			
Delinquent Interest	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
<b>B. Servicing Fees &amp; Expenses</b>	Interest Recovery				
Current Servicer Fees	ASER Recovered				
Delinquent Servicer Fees	Other Interest Proceeds				
Sub-Servicer	Guarantor Reimbursement (1)				
Servicer Fee Strips					
Miscellaneous Fees					
<b>Scheduled Servicer Fees/Expenses</b>	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
	Gross PPIS (Prepay Interest Shortfall)	Deposit			
	Servicer PPIS Cap	Cumulative Deposit			
	Net PPIS	Withdrawal			
	Deferred Interest				
	Modification Shortfall				
	ASER Applied				
	Special Servicer Fees				
	Workout Fees				
	Liquidation Fees				
	Non-Recoverable Advances				
	Interest on Prior Advances				
	Various Expenses				
	Other Interest Loss				
	<b>Net Excess/Shortfall</b>				
	Workout - Delayed Reimbursement Amount				
<b>Interest Non-Adjusted</b>		<b>Summary</b>			
<b>Principal &amp; Interest Non-Adjusted</b>		Principal Adjusted			
<b>Notes</b>		Scheduled Interest			
(1) Reimbursement to the Guarantor sourced from Servicer		Servicer Fee & Expense			
(2) Timing Guarantor Payment (Balloon and/or Class Final)		Interest Shortfall Expense			
(3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon		<b>Servicer Wire</b>			
		Trustee Fee & Expense			
		Guarantor Pmt/Reimbursement			
		Sister Agreements			
		Interest Reserve Account			
		<b>Due to Certificates</b>			

## Cash Reconciliation - Group 5YR-H

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
		<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>Interest</b>				
<b>A. Scheduled Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
Current Interest	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Delinquent Interest	Extension Interest (ARD)	Paid Reimbursement			
	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
	Interest Recovery				
	ASER Recovered				
	Other Interest Proceeds				
	Guarantor Reimbursement (1)				
<b>B. Servicing Fees &amp; Expenses</b>	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
Current Servicer Fees	Gross PPIS (Prepay Interest Shortfall)	Deposit			
Delinquent Servicer Fees	Servicer PPIS Cap	Cumulative Deposit			
Sub-Servicer	Net PPIS	Withdrawal			
Servicer Fee Strips	Deferred Interest				
Miscellaneous Fees	Modification Shortfall				
<b>Scheduled Servicer Fees/Expenses</b>	ASER Applied				
	Special Servicer Fees				
	Workout Fees				
	Liquidation Fees				
	Non-Recoverable Advances				
	Interest on Prior Advances				
	Various Expenses				
	Other Interest Loss				
<b>Interest Non-Adjusted</b>	<b>Net Excess/Shortfall</b>				
<b>Principal &amp; Interest Non-Adjusted</b>	Workout - Delayed Reimbursement Amount				
<b>Notes</b>		<b>Summary</b>			
(1) Reimbursement to the Guarantor sourced from Servicer		Principal Adjusted			
(2) Timing Guarantor Payment (Balloon and/or Class Final)		Scheduled Interest			
(3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon		Servicer Fee & Expense			
		Interest Shortfall Expense			
		<b>Servicer Wire</b>			
		Trustee Fee & Expense			
		Guarantor Pmt/Reimbursement			
		Sister Agreements			
		Interest Reserve Account			
		<b>Due to Certificates</b>			

## Cash Reconciliation - Group 7YR-H

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
		<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>Interest</b>				
<b>A. Scheduled Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
Current Interest	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Delinquent Interest	Extension Interest (ARD)	Paid Reimbursement			
	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
	Interest Recovery				
	ASER Recovered				
	Other Interest Proceeds				
	Guarantor Reimbursement (1)				
<b>B. Servicing Fees &amp; Expenses</b>	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
Current Servicer Fees	Gross PPIS (Prepay Interest Shortfall)	Deposit			
Delinquent Servicer Fees	Servicer PPIS Cap	Cumulative Deposit			
Sub-Servicer	Net PPIS	Withdrawal			
Servicer Fee Strips	Deferred Interest				
Miscellaneous Fees	Modification Shortfall				
<b>Scheduled Servicer Fees/Expenses</b>	ASER Applied				
	Special Servicer Fees				
	Workout Fees				
	Liquidation Fees				
	Non-Recoverable Advances				
	Interest on Prior Advances				
	Various Expenses				
	Other Interest Loss				
<b>Interest Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Summary</b>			
<b>Principal &amp; Interest Non-Adjusted</b>		Principal Adjusted			
<b>Notes</b>		Scheduled Interest			
(1) Reimbursement to the Guarantor sourced from Servicer		Servicer Fee & Expense			
(2) Timing Guarantor Payment (Balloon and/or Class Final)		Interest Shortfall Expense			
(3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon		<b>Servicer Wire</b>			
		Trustee Fee & Expense			
		Guarantor Pmt/Reimbursement			
		Sister Agreements			
		Interest Reserve Account			
		<b>Due to Certificates</b>			
	Workout - Delayed Reimbursement Amount				

## Cash Reconciliation - Group 10YR-H

Servicer Remittance Non-Adjusted	Adjustments	Trust			
<b>Principal</b>	<b>Principal</b>	<b>Trust Related Fees &amp; Expenses</b>			
<b>A. Scheduled Principal</b>	<b>A. Excess Amounts</b>				
Current Principal	Subsequent Recovery	Trustee Fee			
Advanced Principal	Guarantor Reimbursement (1)	Certificate Administrator Fee			
Scheduled Maturity Payoff	Gain-on-Sale	Trustee Fee Strips			
		CREFC® License Fee			
<b>B. Unscheduled Principal</b>	<b>B. Shortfalls Amounts</b>	Trust Expense(s)			
Voluntary	Realized Loss	Guarantor Fee			
Post-Maturity	Additional Loss Claim	Guarantor Deficiency Payment			
Liquidation	Principal Deficiency (2)	Guarantor Reimbursement (3)			
Curtailment		Unreimbursed Indemnification Expense			
Defeasance					
Neg Am/Deferred					
<b>Principal Non-Adjusted</b>	<b>Net Excess/Shortfall</b>	<b>Trust Related Fees &amp; Expenses</b>			
	<b>Interest</b>	<b>Deficiency/Reimbursement</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>Interest</b>	<b>A. Excesses</b>	Prior Deficiency			
<b>A. Scheduled Interest</b>	Penalties/Yield Maintain/Exit Fees	Unpaid Deficiency			
Current Interest	Extension Interest (ARD)	Paid Reimbursement			
Delinquent Interest	Default Interest	Unpaid Reimbursement			
	Prepay Interest Excess (PPIE)				
<b>B. Servicing Fees &amp; Expenses</b>	Interest Recovery				
Current Servicer Fees	ASER Recovered				
Delinquent Servicer Fees	Other Interest Proceeds				
Sub-Servicer	Guarantor Reimbursement (1)				
Servicer Fee Strips					
Miscellaneous Fees	<b>B. Shortfalls</b>	<b>Interest Reserve Account</b>			
<b>Scheduled Servicer Fees/Expenses</b>	Gross PPIS (Prepay Interest Shortfall)	Deposit			
	Servicer PPIS Cap	Cumulative Deposit			
	Net PPIS	Withdrawal			
	Deferred Interest	<b>Summary</b>			
	Modification Shortfall	Principal Adjusted			
	ASER Applied	Scheduled Interest			
	Special Servicer Fees	Servicer Fee & Expense			
	Workout Fees	Interest Shortfall Expense			
	Liquidation Fees	<b>Servicer Wire</b>			
	Non-Recoverable Advances	Trustee Fee & Expense			
	Interest on Prior Advances	Guarantor Pmt/Reimbursement			
	Various Expenses	Sister Agreements			
	Other Interest Loss	Interest Reserve Account			
<b>Net Excess/Shortfall</b>	<b>Net Excess/Shortfall</b>	<b>Due to Certificates</b>			
	Workout - Delayed Reimbursement Amount				

(1) Reimbursement to the Guarantor sourced from Servicer  
 (2) Timing Guarantor Payment (Balloon and/or Class Final)  
 (3) Reimbursement to the Guarantor sourced from Trust for deficiency payments and amounts accrued thereon

**Other Related Information**

<u>Disclosable Fees*</u>
Commissions
Brokerage fees
Commissions
Other

\*Fee-sharing arrangement

**Pool and Performance Detail**

**Pool Detail**

<b>Current</b>	<b>Amt</b>	<b>%</b>	<b>Cnt</b>	<b>%</b>
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Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

<b>Current</b>
----------------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**Ending Balance**

<b>Cumulative</b>
-------------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

<b>Cutoff</b>	<b>Prior</b>	<b>Current</b>	<b>Next</b>
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One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

<b>Current</b>	<b>3 Mo Avg</b>		<b>6 Mo Avg</b>		<b>12 Mo Avg</b>	
	<b>% Bal</b>	<b>% Cnt</b>	<b>% Bal</b>	<b>% Cnt</b>	<b>% Bal</b>	<b>% Cnt</b>

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

<b>Cumulative</b>	<b>Principal</b>	<b>Interest</b>	<b>Cnt</b>	<b>% Amt</b>	<b>% Cnt</b>
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Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F



**Pool and Performance Detail - Group 5YR-F**

**Pool Detail**

Current	Amt	%	Cnt	%
---------	-----	---	-----	---

Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

Current
---------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**Ending Balance**

Cumulative
------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

Cutoff	Prior	Current	Next
--------	-------	---------	------

One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

Current	3 Mo Avg		6 Mo Avg		12 Mo Avg	
	% Bal	% Cnt	% Bal	% Cnt	% Bal	% Cnt

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

Cumulative	Principal	Interest	Cnt	% Amt	% Cnt
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Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F

**Pool and Performance Detail - Group 7YR-F**

**Pool Detail**

Current	Amt	%	Cnt	%
---------	-----	---	-----	---

Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

Current
---------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

Ending Balance
----------------

Cumulative
------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

Cutoff	Prior	Current	Next
--------	-------	---------	------

One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

Current	3 Mo Avg		6 Mo Avg		12 Mo Avg	
	% Bal	% Cnt	% Bal	% Cnt	% Bal	% Cnt

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

Cumulative	Principal	Interest	Cnt	% Amt	% Cnt
------------	-----------	----------	-----	-------	-------

Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F

**Pool and Performance Detail - Group 10YR-F**

**Pool Detail**

Current	Amt	%	Cnt	%
---------	-----	---	-----	---

Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

Current
---------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

Ending Balance
----------------

Cumulative
------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

Cutoff	Prior	Current	Next
--------	-------	---------	------

One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

Current	3 Mo Avg		6 Mo Avg		12 Mo Avg	
	% Bal	% Cnt	% Bal	% Cnt	% Bal	% Cnt

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

Cumulative	Principal	Interest	Cnt	% Amt	% Cnt
------------	-----------	----------	-----	-------	-------

Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F

**Pool and Performance Detail - Group 5YR-H**

**Pool Detail**

Current	Amt	%	Cnt	%
---------	-----	---	-----	---

Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

Current
---------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailement  
Defeasance  
Negative Amortization/Deferred

**Ending Balance**

Cumulative
------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailement  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

Cutoff	Prior	Current	Next
--------	-------	---------	------

One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

Current	3 Mo Avg		6 Mo Avg		12 Mo Avg	
	% Bal	% Cnt	% Bal	% Cnt	% Bal	% Cnt

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

Cumulative	Principal	Interest	Cnt	% Amt	% Cnt
------------	-----------	----------	-----	-------	-------

Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F

**Pool and Performance Detail - Group 7YR-H**

**Pool Detail**

Current	Amt	%	Cnt	%
---------	-----	---	-----	---

Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

Current
---------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**Ending Balance**

Cumulative
------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

Cutoff	Prior	Current	Next
--------	-------	---------	------

One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

Current	3 Mo Avg		6 Mo Avg		12 Mo Avg	
	% Bal	% Cnt	% Bal	% Cnt	% Bal	% Cnt

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

Cumulative	Principal	Interest	Cnt	% Amt	% Cnt
------------	-----------	----------	-----	-------	-------

Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F

**Pool and Performance Detail - Group 10YR-H**

**Pool Detail**

Current	Amt	%	Cnt	%
---------	-----	---	-----	---

Amortizing/Balloon  
IO/Amortizing/Balloon  
IO/Balloon

Smallest Balance  
Average Balance  
Largest Balance

Current
---------

**Beginning Balance**  
Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**Ending Balance**

Cumulative
------------

Scheduled Principal  
Voluntary Payoff  
Scheduled Maturity Payoff  
Post-Maturity Payoff  
Net Liquidation  
Realized Loss  
Curtailment  
Defeasance  
Negative Amortization/Deferred

**WA Rates/Terms**

Cutoff	Prior	Current	Next
--------	-------	---------	------

One-Month LIBOR  
Six-Month LIBOR  
WAC  
WAMM  
AWAM

**Performance Snapshot**

Current	3 Mo Avg		6 Mo Avg		12 Mo Avg	
	% Bal	% Cnt	% Bal	% Cnt	% Bal	% Cnt

Current  
30 Day  
60 Day  
90 Day Plus  
Foreclosures  
REOs  
Bankruptcies  
Liquidations  
Defeasances  
Modifications

**Advance Summary**

Cumulative	Principal	Interest	Cnt	% Amt	% Cnt
------------	-----------	----------	-----	-------	-------

Prior Outstanding  
Current Amount  
Recovery (-)  
Current Outstanding  
Non-Recoverable

**Appraisal Reduction Summary**

Prior Cumulative ASER  
Current ASER  
Recovery (-)  
Cumulative ASER

(\* ) ARA Appraisal Reduction Amount (\* ) ASER Appraisal Subordination Entitlement F

**Certificate Interest Reconciliation**

Class	Accrual				Beginning Balance	Pass-Through Rate	Prior Shortfall	Current Accrued	Current Additions	Current Deductions	Distributable Interest	Distributed Interest	Outstanding Shortfall
	Prior Due	Curr Due	Method	Days									
A-5F													
A-5H													
A-7F													
A-7H													
A-10F													
A-10H													
X1													
B													
R													
<b>SubTotal</b>													
<b>Total</b>													





**Certificate Reconciliation Detail**

Class	Principal Components				Interest Additions				Interest Deductions		
	Scheduled	Unscheduled	Current Loss	Cumulative Loss	PPY, PPYYM, Exit Fees	Interest Adjustment	Interest on Prior Shortfall	Interest on Prior Loss	Net PPIS	Deferred Accretion	Interest Loss Expense
A-5F											
A-5H											
A-7F											
A-7H											
A-10F											
A-10H											
X1											
B											
R											
<b>SubTotal</b>											
<b>Total</b>											

**Certificate Reconciliation Detail - Guaranteed Deficiency Detail**

Class	Deficiency Detail						Guarantor Reimbursable Amounts					
	Current Deficiency		Guarantee Payment		Outstanding Deficiency		Prior Reimbursable Amount		Guarantor Payment		Outstanding Reimbursable Amount	
	Principal (1)	Interest (2)	Principal	Interest	Principal	Interest	Principal (3)	Interest (4)	Current	Cumulative	Principal	Interest
A-5F												
A-5H												
A-7F												
A-7H												
A-10F												
A-10H												
X1												
<b>Total</b>												

Notes: (1) Timing Guarantor Payment (Balloon/Final), plus Realized Loss/Trust Expense  
 (2) Accrued Certificate Interest Amount shortfall  
 (3) Timing Guarantor Payment plus Timing Guarantor Interest  
 (4) Guarantor Reimbursement Amount and interest thereon for non-Timing Guarantor Payments

**Performance History**

Dist Date Dist Cnt	Delinquency Categories								Impaired Loans								Unique Events			
	30 Day		60 Day		90 Day		120+ Day		Foreclosure		REO		Bankruptcy		Curr FC not SS/REO		Modification		Specially Serviced	
	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal	Cnt	Bal

**Delinquency Detail**

Investor No.	PTD	P&I Advances				Non-Advancing		Tracking		Status/Resolution w Relevant Dates					Loan Description			
		Prior Outstanding		Current Outstanding		ASER	Non-Recoverable	Mo (s) Delinq	Mo (s) Recov	Loan Status	Resoln Code	SS Tran Date	ARA Date	Fcls/REO Date	Bkrpt Date	Prop Type	DSCR	LTV
		Interest	Principal	Interest	Principal													

Totals

<b>Resolution Strategy Code</b>				<b>Loan Status Code</b>				<b>Property Type Code</b>							
1	Modification	6	DPO	10	Deed in Lieu Of Foreclosure	0	Current	3	90 Days Delinquent	MF	Multi-Family	OF	Office	CH	Cooperating Housing
2	Foreclosure	7	REO	11	Full Payoff	A	Grace	4	Matured Balloon	RT	Retail	MU	Mixed Use	ZZ	Missing Information
3	Bankruptcy	8	Resolved	12	Reps and Warranties	B	0 - 29 Days	5	Non Performing	HC	Health Care	LO	Lodging	SF	Single Family
4	Extension	9	Pending Return to Master Servicer	13	TBD	1	30 Days Delinquent		Matured Balloon	IN	Industrial	SS	Self Storage		
5	Note Sale			13	TBD	2	60 Days Delinquent	6	121+ Days Delinquent	WH	Warehouse	98	Other		
				98	Other					MH	Mobile Home Park	SE	Securities		



**REO Historical Detail**

Investor No.	REO		Balances		Appraisal Information				Static			Liquidation Detail			
	Date	Type	Scheduled	Actual	Most Recent Appraisal	Appraisal Date	Appraisal Redn Amt	DSCR	Prop Type	Amort State	Cutoff Maturity	Liquidation Date	Net Liquidation Proceeds	Realized Loss	Type

**REO Type**

- 1 Paid-in-Full
- 2 Final Recovery Mode
- 3 Permitted Purchase

- 4 Final Recovery REO
- 5 Permitted Purchase of REO

**Amortization Type**

- 1 Fully Amortizing
- 2 Amortizing Balloon
- 3 Interest Only/Balloon

- 4 Interest Only/Amortizing
- 5 Interest Only/Amortizing/Balloon
- 6 Principal Only

- 7 Hyper-Amortization
- 98 Other

**Historical Certificate/Collateral Loss Reconciliation**

Investor No.	Period	Liquidation Summary		Certificate Level						Cash Adjustment	
		Beginning Balance (1)	Aggregate Loss (2)	Prior Certificate Writedown (3)	OC, Credit Support (4)	Shortfalls/ Excesses (5)	Modification, ARA Adjs (6)	Subseq Claims Recoveries (7)	Curr Certificate Writedown (8)	Cash Recovery (9)	Curr Certificate Writedown Adj.(10)

Loan Status Code

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>1 Current Scheduled Beginning Balance of the Loan at Liquidation</li> <li>2 Aggregate Realized Loss on Loans</li> <li>3 Prior Realized Loss Applied to Certificates</li> <li>4 Amounts covered by Overcollateralization and other Credit Supports</li> <li>5 Interest (Shortages)/Excesses applied to Realized Losses</li> </ul> | <ul style="list-style-type: none"> <li>6 Modification Adjustments/Appraisal Reduction Adjustments</li> <li>7 Additional (Recoveries) Expenses applied to Realized Losses</li> <li>8 Realized Loss Applied to Certificates to Date ((3) -(4) - (5) - (6) + (7))</li> <li>9 Recoveries of Realized Losses Paid as Cash</li> <li>10 Recoveries/Realized Losses applied to Certificate Interest</li> </ul> |
|---|--|

Note: In the initial period, the Realized Loss Applied to certificates to Date will equal Aggregate Realized Loss on Loans ( - (4) - (5) -(6) +(7)) versus ( (3) - (4) - (5) -(6) +(7))

**Historical Loss Liquidation**

Investor No.	Period	Liquidation Components (time of resolution)								Subsequent Adjustments			
		Begin Bal	Most Recent Appraisal	Liquidation Sales Price	Liquidation Proceeds	Liquidation Expense	Net Liquidation Proceeds	Loss to Trust	Loss Type	Adjustment Date	Adjustment Amount	Minor Adjustment	Adjusted Loss Cumulative



**Stratification - Mortgage Balances/Rates**

	Current		Original	
	Summation	Weighted Average	Summation	Weighted Average
Average				
Minimum				
Maximum				

	Current		Original	
	Summation	Weighted Average	Summation	Weighted Average

**Stratification - Amortization Terms**

Amortizing/Balloon

Summation			Weighted Average						
Cnt	Balance	%	Term	Rate	DSCR	LTV	OCC		

Summation			Weighted Average						
Cnt	Balance	%	Term	Rate	DSCR	LTV	OCC		

Average  
Minimum  
Maximum

Interest Only/Amortizing/Balloon

Summation			Weighted Average						
Cnt	Balance	%	Term	Rate	DSCR	LTV	OCC		

Summation			Weighted Average						
Cnt	Balance	%	Term	Rate	DSCR	LTV	OCC		

Average  
Minimum  
Maximum

Interest Only/Balloon

Summation			Weighted Average						
Cnt	Balance	%	Term	Rate	DSCR	LTV	OCC		

Summation			Weighted Average						
Cnt	Balance	%	Term	Rate	DSCR	LTV	OCC		

Average  
Minimum  
Maximum

**Stratification - Geographic Distribution**

	Summation	Weighted Average		Summation	Weighted Average

\_\_\_\_\_

\_\_\_\_\_

**Stratification - Financial Ratios and Others**

	Summation	Weighted Average		Summation	Weighted Average
Average					
Minimum			Max DSCR		Min DSCR
Maximum					
			Max LTV		Min LTV
			Max Occ		Min Occ

**Loan Level Detail**

Investor No.	Current P&I			Interest			Current Status			Additional Loan Interest Detail			Financial				
	Principal Components						PTD	Loan Status	Rsln Strgy	Int on Adv	Default Int	Penalty Int	Most Recent		Cutoff		
	Begin Bal	Principal	Ending Bal	Rate	Accrual	Interest							DSCR	LTV*	Phy Occ %	DSCR	LTV

Resolution Strategy Code

1 Modification	6 DPO	10 Deed in Lieu Of
2 Foreclosure	7 REO	Foreclosure
3 Bankruptcy	8 Resolved	11 Full Payoff
4 Extension	9 Pending Return	12 Reps and Warranties
5 Note Sale	to Master Servicer	13 TBD
		98 Other

Loan Status Code

0 Current	3 90 Days Delinquent
A Grace	4 Matured Balloon
B 0 - 29 Days	5 Non Performing
1 30 Days Delinquent	Matured Balloon
2 60 Days Delinquent	6 121+ Days Delinquent

Property Type Code

MF Multi-Family	LO Lodging
RT Retail	SS Self Storage
HC Health Care	98 Other
IN Industrial	SE Securities
WH Warehouse	CH Cooperative
MH Mobile Home Park	Housing
OF Office	ZZ Missing
MU Mixed Use	Information
	SF Single Family

Amortization Type

1 Fully Amortizing
2 Amortizing Balloon
3 Interest Only/Balloon
4 Interest Only/Amortizing
5 Interest Only/Amortizing/Balloon
6 Principal Only
7 Hyper-Amortization
98 Other

**Specially Serviced Loan Detail**

Investor No.	Status/Resolutions				Balance/Rate/Terms					Static			Financial						
	Paid Through Date	Spec Serv Trans Date	Loan Status	Resoln Strategy	Scheduled Balance	Actual Balance	Note Rate	Remaining		Prop Type	State	Amort Type	Cutoff Maturity	Most Recent			Cutoff		
								Life	Amort					DSCR	LTV	Phy Occ %	DSCR	LTV	Phy Occ %

Loan Status (0,A,B)  
Total \_\_\_\_\_

<u>Resolution Strategy Code</u>			<u>Loan Status Code</u>			<u>Property Type Code</u>		
1 Modification	6 DPO	10 Deed in Lieu Of Foreclosure	0 Current	3 90 Days Delinquent	MF Multi-Family	OF Office	CH Cooperative Housing	
2 Foreclosure	7 REO		A Grace	4 Matured Balloon	RT Retail	MU Mixed Use	ZZ Missing Information	
3 Bankruptcy	8 Resolved	11 Full Payoff	B 0 - 29 Days	5 Non Performing	HC Health Care	LO Lodging	SF Single Family	
4 Extension	9 Pending Return to Master Servicer	12 Reps and Warranties	1 30 Days Delinquent	Matured Balloon	IN Industrial	SS Self Storage		
5 Note Sale		13 TBD	2 60 Days Delinquent	6 121+ Days Delinquent	WH Warehouse	98 Other		
		98 Other			MH Mobile Home Park	SE Securities		

**Specially Serviced Loan Comments**

Investor No.	Status/Resolutions				Description
	PTD	Loan Status	Spec Serv Trans Date	Resoln Strategy	

**Appraisal Reduction Detail**

Investor No.	Status/Resolutions				Appraisal Reduction Components				Static				Most Recent			Cutoff		
	PTD	Spec Serv Trans Date	Loan Status	Resoln Strategy	Scheduled Balance	Appraisal Reduction Amt	ASER	Actual Balance	Prop Type	State	Amort Type	Cutoff Maturity	DSCR	LTV	Phy Occ %	DSCR	LTV	Phy Occ %

Resolution Strategy Code

1 Modification	6 DPO	10 Deed in Lieu Of Foreclosure
2 Foreclosure	7 REO	11 Full Payoff
3 Bankruptcy	8 Resolved	12 Reps and Warranties
4 Extension	9 Pending Return to Master Servicer	13 TBD
5 Note Sale		98 Other

Loan Status Code

0 Current	3 90 Days Delinquent
A Grace	4 Matured Balloon
B 0 - 29 Days	5 Non Performing
1 30 Days Delinquent	Matured Balloon
2 60 Days Delinquent	6 121+ Days Delinquent

Property Type Code

MF Multi-Family	OF Office	CH Cooperative Housing
RT Retail	MU Mixed Use	ZZ Missing Information
HC Health Care	LO Lodging	SF Single Family
IN Industrial	SS Self Storage	
WH Warehouse	98 Other	
MH Mobile Home Park	SE Securities	



**Appraisal Reduction Comments**

Investor No.	Status/Resolutions				Description
	PTD	Loan Status	Appraisal Redn Date	Resoln Strategy	

**Modifications/Extensions Detail/Description**

Investor No.	Modification		Modification Components											Description
			Modification Terms				Cutoff/Current							
	Date	Type	Balance	Rate	Maturity	P&I Amount	Balance	Rate	Maturity	P&I Amount				

**Modification Type**

- 1 Maturity Date
- 2 Amortization Change
- 3 Principal Write-off
- 5 Temporary Rate Reduction
- 6 Capitalization of Interest
- 7 Capitalization on Taxes
- 8 Other
- 9 Combination
- 10 Forbearance

**Material Breaches and Document Defects**

Investor No.	Status/Resolutions				Description
	PTD	Loan Status	Breach or Defect Date	Resoln Strategy	

**Property Detail (Default/Transfer)**

Property No.	Name	City	State	Status	Foreclosure Date	Valuation Amount	Valuation Date	Conveyance/ Transfer (Y/N)	Description

**Extraordinary Event**

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Loan Event of Default	No
Special Servicing Loan Event	No
Servicer Termination Event	No
Special Servicer Termination Event	No

Information with respect to any declared bankruptcy of any Mortgage Loan Borrower

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## 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. Capitalized terms used but not otherwise defined in this Exhibit C-1 will have the meanings set forth in this offering circular or, if not defined in this offering circular, in the mortgage loan purchase agreement.

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.

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 regarding the matters referred to, (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 underlying mortgage 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. 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 on Exhibit C-2, with respect to each underlying mortgage 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) Cross-Collateralized and/or Cross-Defaulted Loans.

Except with respect to any subordinate mortgage identified in paragraph 2, no underlying mortgage loan is cross-collateralized or cross-defaulted with any other mortgage loan not being transferred to the depositor.

(2) Subordinate Loans.

Except as set forth in the mortgage loan schedule and except as set forth in the loan documents regarding future permitted subordinate debt, there are no subordinate mortgages encumbering the related mortgaged real property and mortgage loan seller has no knowledge of any mezzanine debt related to such mortgaged real property.

(3) 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 real property was in possession of all material licenses, permits, and authorizations required for use of the related mortgaged real 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.

(4) Condition of Mortgaged Real Property.

To the mortgage loan seller’s knowledge, 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 real property is free of any material damage that would materially and adversely affect the use or value of such mortgaged real property as security for the underlying mortgage loan (other than normal wear and tear), or
- (b) to the extent a prudent multifamily mortgage 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 real property.

(5) Ground Leases.

No underlying mortgage loan is secured in whole or in part by the related borrower's interest as lessee under a ground lease of the related mortgaged real property without also being secured by the related fee interest in such mortgaged real property.

(6) Valid First Lien.

- (a) Each related mortgage creates a valid and enforceable first priority lien on the related mortgaged real property, 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 underlying mortgage loan is cross-collateralized with any other underlying mortgage loan(s), the related mortgage encumbering the related mortgaged real property also secures such other underlying mortgage loan(s).
- (c) The related mortgaged real 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 underlying mortgage loan to perfect a valid security interest in the personal property owned by borrower and reasonably necessary to operate the related mortgaged real 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 underlying mortgage loan establishes and creates a valid and enforceable lien on the physical personal property of the related borrower reasonably necessary to the operation of the related mortgaged real property (other than on healthcare licenses or on payments to be made under Medicare, Medicaid or similar federal, state or local third party payor programs that are not assignable without governmental approval), subject to 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).

(7) Title Insurance.

- (a) Each mortgaged real 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 underlying mortgage loan (or the allocated loan amount of the portions of the mortgaged real property that are covered by such Title Policy).



- (b) Each Title Policy insures that the related mortgage is a valid first priority lien on the related mortgaged real property, 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) No material claims have been made or paid under the Title Policy.
- (e) 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.
- (f) Immediately following the transfer and assignment of the related underlying mortgage 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.
- (g) The applicable mortgage loan originator, the mortgage loan seller and its successors and assigns are the sole named insureds under the Title Policy.
- (h) 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 real property is located.

"Permitted Encumbrances" will mean:

- (i) the lien of current real property taxes, ground rents, water charges, sewer rents and assessments not yet delinquent,
- (ii) 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 real 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 real property,
- (iii) 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 real 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 real property,
- (iv) the rights of tenants, as tenants only, under leases, including subleases, pertaining to the related mortgaged real property,
- (v) 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 real 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 real property, and

- (vi) if the related underlying mortgage loan is cross-collateralized with any other underlying mortgage loan(s), the lien of any such cross-collateralized underlying mortgage loan(s).

(8) Zoning.

Based upon the “Zoning Due Diligence” (defined below) one of the following is applicable to each mortgaged real property:

- (a) the improvements located on or forming part of each mortgaged real property materially comply with applicable zoning laws and ordinances, or
- (b) the improvements located on or forming part of each mortgaged real 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 real property, or
  - (ii) ordinance and law coverage was provided in amounts required by the Guide or 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,
- (b) copies of legislation or variance permitting full restoration of the mortgaged real property,
- (c) zoning information and/or a damage restoration statement in the appraisal for the related mortgaged real property,
- (d) an opinion of counsel,
- (e) other due diligence considered reasonable by prudent multifamily mortgage lenders in the lending area where the subject mortgaged real property is located (such reasonable due diligence includes, but is not limited to, ordinance and law coverage as specified in clause (b)(ii) above).

(9) 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 real 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 “Physical Risk Reports” (defined below),
  - (ii) Hazardous Materials that are commonly used in the operation and maintenance of properties of similar kind and nature to the mortgaged real 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 real property that is not permitted by law.
- (b) Each mortgage requires the related borrower to comply, and to cause the related mortgaged real property to be in compliance, with all Hazardous Materials Laws applicable to the mortgaged real 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 underlying mortgage loan.

- (d) To the best of the mortgage loan seller's knowledge, in reliance on such Physical Risk Reports prepared in connection with the origination of the related underlying mortgage loan and except as set forth in such Physical Risk Reports, each mortgaged real property is in material compliance with all Hazardous Materials Laws, and to the best of the mortgage loan seller's knowledge, no notice of violation of such laws has been issued by any governmental agency or authority, except, in all cases, as indicated in such Physical Risk Reports.
- (e) The mortgage loan seller has not taken any action which would cause the mortgaged real property not to be in compliance with all Hazardous Materials Laws.

"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 real 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 real 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.

"Physical Risk Report" means a report by a physical risk consultant which includes information (i) regarding any environmental sampling results, (ii) from environmental data base searches, (iii) regarding Hazardous Materials evidenced by a physical inspection, and (iv) on any recognized environmental conditions noted on the Physical Risk Report – Form 1104 or similar form of report used in connection with the origination of the related underlying mortgage loan, if available for the related mortgaged real property.

(10) Grace Periods.

For any underlying mortgage 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.

(11) Due on Encumbrance.

Each underlying mortgage loan prohibits the related borrower from doing either of the following:

- (a) from mortgaging or otherwise encumbering the mortgaged real 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, except as set forth in the loan documents or in connection with trade debt and equipment financings incurred in the ordinary course of borrower's business.

(12) Carveouts to Non-Recourse.

- (a) The loan documents for each underlying mortgage 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 underlying mortgage loan or in connection with any request for any action or consent by the lender, and
  - (ii) the underlying mortgage loan will become full recourse in the event of a voluntary bankruptcy filing by the borrower.

(13) Financial Statements.

Each underlying mortgage loan requires the borrower to provide the owner or holder of the mortgage with annual operating statements, rent rolls and related information and annual financial statements.

(14) Due on Sale.

- (a) Each underlying mortgage loan contains provisions for the acceleration of the payment of the unpaid principal balance of such underlying mortgage loan if, without the consent of the holder of the underlying mortgage loan and/or in compliance with the requirements of the related loan documents, the related mortgaged real 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 real 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 real 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.

(15) 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 first priority lien or security interest in, 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) 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 underlying mortgage loan or mortgage.

(16) Insurance Proceeds and Condemnation Awards.

- (a) Each underlying mortgage loan provides that insurance proceeds and condemnation awards will be applied to one of the following:
  - (i) restoration or repair of the related mortgaged real property,
  - (ii) restoration or repair of the related mortgaged real 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 underlying mortgage loan.
- (b) To the mortgage loan seller's knowledge, there is no proceeding pending for the total or partial condemnation of such mortgaged real property that would have a material adverse effect on the use or value of the mortgaged real property.

(17) Customary Provisions.

- (a) The note or mortgage for each underlying mortgage 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 real 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 real property is the subject of, any currently pending 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.

(18) Litigation.

Based solely on the "Litigation Due Diligence", to the knowledge of the mortgage loan seller, as of the origination date and taking into consideration any applicable reserve, letter of credit, guaranty, insurance coverage or other mitigant required in connection with the underwriting of the underlying mortgage loan, there are no actions, suits or proceedings before any court, administrative agency or arbitrator concerning any underlying mortgage loan, borrower or related mortgaged real property, an adverse outcome of which would reasonably be expected to materially and adversely affect any of the following:

- (a) title to the mortgaged real property or the validity or enforceability of the related mortgage,
- (b) the value of the mortgaged real property as security for the underlying mortgage loan,
- (c) the use for which the mortgaged real property was intended, or
- (d) the borrower's ability to perform under the related underlying mortgage loan.

The foregoing is based on one or both of the following ("Litigation Due Diligence"):

- (x) information regarding litigation contained in the borrower and borrower Principal Certificate (Form 1115) delivered with respect to the borrower as part of the submission of the full underwriting package, or
- (y) judgment lien search delivered as a part of the title insurance search.

(19) Escrow Deposits.

- (a) Except as previously disbursed pursuant to the loan documents, all escrow deposits and payments relating to each underlying mortgage loan that are required to be deposited or paid, have been deposited or paid.
- (b) All escrow deposits and payments required pursuant to each underlying mortgage loan are in the possession, or under the control, of the mortgage loan seller or its servicer.
- (c) All such escrow deposits that have not been disbursed pursuant to the loan documents are being conveyed by the mortgage loan seller to the depositor and identified with appropriate detail.

(20) 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.

(21) Appraisals.

Each servicing file contains an appraisal for the related mortgaged real property that is dated 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.

(22) Inspection of Mortgaged Real 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 real property in connection with the origination of the related underlying mortgage loan and within 12 months of the Closing Date.

(23) 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 real property is located, or the failure to be so authorized did not materially and adversely affect the enforceability of such underlying mortgage loan.

(24) Ownership.

- (a) Immediately prior to the transfer to the depositor of the underlying mortgage loans, the mortgage loan seller had good title to, and was the sole owner of, each underlying mortgage loan.
- (b) The mortgage loan seller has full right, power and authority to transfer and assign each of the underlying mortgage 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 underlying mortgage loans free and clear of any and all liens, pledges, charges, security interests and/or other encumbrances of any kind.

(25) 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.

(26) Validity of Loan Documents, No Offset.

- (a) Each note, mortgage or other agreement that evidences or secures the related underlying mortgage 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 thereof 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 mortgage loan seller's knowledge, no offset, defense, counterclaim or right of rescission, abatement or diminution has been asserted by borrower or any guarantor.

(27) Compliance with Usury Laws.

As of the origination date, the mortgage interest rate (exclusive of any default interest, late charges, yield maintenance charge, or prepayment premiums) of each underlying mortgage loan was in compliance with, or was exempt from, applicable state or federal laws, regulations and other requirements pertaining to usury.

(28) No Shared Appreciation.

No underlying mortgage loan has shared appreciation rights with respect to such underlying mortgage loan (it being understood that equity holdings, including without limitation, preferred equity holdings, will not be considered shared appreciation rights with respect to an underlying mortgage loan), any other contingent interest feature or a negative amortization feature.

(29) Whole Loan.

Each underlying mortgage loan is a whole loan and is not a participation interest in such underlying mortgage loan.

(30) Loan Information.

The information set forth in the mortgage loan schedule is true, complete and accurate in all material respects.

(31) Full Disbursement.

The proceeds of the underlying mortgage loan have been fully disbursed and there is no requirement for future advances.

(32) No Advances.

No advance of funds has been made by the mortgage loan seller to the related borrower (other than mezzanine debt and the acquisition of preferred equity interests by the preferred equity interest holder, as disclosed in the mortgage loan schedule), and no advance of funds have, to the mortgage loan seller's knowledge, been received (directly or indirectly) from any Person other than the related borrower for or on account of payments due on the underlying mortgage loan.

(33) All Collateral Transferred.

All collateral that secures the underlying mortgage loans is being transferred to the depositor as part of the underlying mortgage loans (other than healthcare licenses, Medicare, Medicaid or similar federal, state or local third party payor programs, including housing assistance payments contracts, that are not transferable without governmental approval).

(34) Loan Status; Waivers and Modifications.

Since the origination date and except as set forth in Exhibit C-2 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 real 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 real property, and
- (c) neither borrower nor guarantor has been released from its obligations under the underlying mortgage loan.

(35) 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 underlying mortgage 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 underlying mortgage loan; provided, however, that the representations and warranties set forth in this paragraph 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 C-1; 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 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 C-1.
- (c) Since the origination date, except as set forth in Exhibit C-2, neither the mortgage loan seller nor any servicer of the underlying mortgage 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.

(36) Payments Current.

No scheduled payment of principal and interest under any underlying mortgage loan was more than 30 days past due as of the Cut-off Date, and no underlying mortgage loan was more than 30 days delinquent in the twelve-month period immediately preceding the Cut-off Date.

(37) Qualified Loan.

Each underlying mortgage loan constitutes a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code (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 underlying mortgage loan constitute "customary prepayment penalties" within the meaning of Treasury Regulation Section 1.860G-1(b)(2).

(38) Prepayment Upon Condemnation.

For all underlying mortgage loans originated after December 6, 2010, in the event of a taking of any portion of a mortgaged real property by a State or any political subdivision or authority thereof, whether by legal proceeding or by agreement, if the fair market value of the real property constituting the remaining mortgaged real property immediately after the release of such portion of the mortgaged real property from the lien of the related mortgage (but taking into account any planned restoration and reduced by (a) the outstanding principal balance of all senior indebtedness secured by the mortgaged real property and (b) a proportionate amount of all indebtedness secured by the mortgaged real property that is at the same level of priority as the related underlying mortgage loan, as applicable), is not equal to at least 80% of the remaining principal amount of the underlying mortgage loan, the related borrower can be required to apply the award with respect to such taking to prepay the underlying mortgage loan or to prepay the underlying mortgage loan in the amount required by the REMIC Provisions and such amount may not, to such extent, be used to restore the related mortgaged real property or be released to the related borrower.



(39) Releases of Mortgaged Real Property.

- (a) No underlying mortgage loan requires the lender to release all or any portion of the related mortgaged real 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 underlying mortgage 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 real property was not considered material for purposes of underwriting the underlying mortgage loan, was not included in the appraisal for such mortgaged real 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 underlying mortgage loan that is cross-collateralized with any other underlying mortgage loan(s), or any underlying mortgage loan that is secured by multiple mortgaged real 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 underlying mortgage loans originated after December 6, 2010, if the fair market value of the real property constituting the remaining mortgaged real property (reduced by (a) the outstanding principal balance of all senior indebtedness secured by the mortgaged real property and (b) a proportionate amount of all indebtedness secured by the mortgaged real property that is at the same level of priority as the related underlying mortgage loan) immediately after the release of such portion of the mortgaged real property from the lien of the related mortgage is not equal to at least 80% of the remaining principal amount of the underlying mortgage loan, the related borrower is required to prepay the underlying mortgage loan in an amount equal to or greater than the amount required by the REMIC Provisions.

(40) 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 underlying mortgage 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 each case in all material respects.

**EXHIBIT C-2**

**EXCEPTIONS TO MORTGAGE LOAN SELLER’S REPRESENTATIONS AND WARRANTIES**

<b>Representation and Warranty</b>	<b>Loan Number<sup>1</sup></b>	<b>Mortgaged Real Property Name</b>	<b>Issue</b>
3 (Licenses, Permits and Authorization)	49 89	Jeffery Place Apartments Parkway Apartments	The mortgaged real property does not have required certificates of occupancy.
8 (Zoning)	18 23	University Place Apartments The Normandy Apartments	The mortgaged real property is legal, non-conforming. Ordinance and law coverage is in amounts less than that generally required by mortgage loan seller.
9 (Environmental Conditions)	ALL	All underlying mortgage loans listed on Exhibit A-1.	Radon testing was not required at the mortgaged real property. No representation or warranty is made with respect to the presence or absence of radon or related substances at the mortgaged real property.
24 (Ownership)	6 13	825 West Sunnyside Avenue 6000 And 6002 North Kenmore Avenue	The mortgaged real property has a Housing Assistance Payment Contract (the “ <u>HAP Contract</u> ”) in place between the 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 the borrower and mortgage loan seller that permits the 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.

<sup>1</sup> As specified on Exhibit A-1.

**EXHIBIT D**

**DECREMENT TABLES FOR THE CLASS A CERTIFICATES**

**Percentage of Initial Principal Balance Outstanding For:**

**Class A-5F Certificates**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

**Prepayments**

<b><u>Following the Distribution Date in—</u></b>	<b><u>0% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>50% CPR</u></b>	<b><u>75% CPR</u></b>	<b><u>100% CPR</u></b>
Closing Date.....	100%	100%	100%	100%	100%
September 2018.....	99%	99%	99%	99%	99%
September 2019.....	97%	97%	97%	97%	97%
September 2020.....	95%	95%	95%	95%	95%
September 2021.....	94%	94%	94%	94%	94%
September 2022 and thereafter.....	0%	0%	0%	0%	0%
<b>Weighted average life (in years).....</b>	<b><u>4.57</u></b>	<b><u>4.56</u></b>	<b><u>4.55</u></b>	<b><u>4.53</u></b>	<b><u>4.34</u></b>

**Class A-5H Certificates**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

**Prepayments**

<b><u>Following the Distribution Date in—</u></b>	<b><u>0% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>50% CPR</u></b>	<b><u>75% CPR</u></b>	<b><u>100% CPR</u></b>
Closing Date.....	100%	100%	100%	100%	100%
September 2018.....	99%	99%	99%	99%	99%
September 2019.....	97%	97%	97%	96%	94%
September 2020.....	96%	95%	94%	93%	92%
September 2021.....	94%	92%	91%	90%	90%
September 2022.....	92%	90%	89%	89%	88%
September 2023.....	90%	88%	87%	87%	87%
September 2024.....	88%	86%	85%	85%	85%
September 2025.....	86%	84%	83%	83%	83%
September 2026.....	84%	81%	81%	81%	81%
September 2027.....	82%	79%	79%	79%	79%
September 2028.....	80%	77%	77%	77%	77%
September 2029.....	77%	74%	74%	74%	74%
September 2030.....	75%	72%	72%	72%	72%
September 2031.....	72%	69%	69%	69%	69%
September 2032.....	69%	67%	66%	66%	66%
September 2033.....	66%	64%	64%	64%	64%
September 2034.....	63%	61%	61%	61%	61%
September 2035.....	60%	57%	57%	57%	57%
September 2036.....	56%	54%	54%	54%	54%
September 2037 and thereafter.....	0%	0%	0%	0%	0%
<b>Weighted average life (in years).....</b>	<b>15.90</b>	<b>15.49</b>	<b>15.42</b>	<b>15.38</b>	<b>15.25</b>

**Class A-7F Certificates**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

**Prepayments**

<b><u>Following the Distribution Date in—</u></b>	<b><u>0% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>50% CPR</u></b>	<b><u>75% CPR</u></b>	<b><u>100% CPR</u></b>
Closing Date.....	100%	100%	100%	100%	100%
September 2018.....	100%	100%	100%	100%	100%
September 2019.....	98%	98%	98%	98%	98%
September 2020.....	97%	97%	97%	97%	97%
September 2021.....	95%	95%	95%	95%	95%
September 2022.....	93%	93%	93%	93%	93%
September 2023.....	91%	91%	91%	91%	91%
September 2024 and thereafter.....	0%	0%	0%	0%	0%
<b>Weighted average life (in years).....</b>	<b><u>6.34</u></b>	<b><u>6.33</u></b>	<b><u>6.32</u></b>	<b><u>6.29</u></b>	<b><u>6.11</u></b>

**Class A-7H Certificates**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

**Prepayments**

<b><u>Following the Distribution Date in—</u></b>	<b><u>0% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>50% CPR</u></b>	<b><u>75% CPR</u></b>	<b><u>100% CPR</u></b>
Closing Date.....	100%	100%	100%	100%	100%
September 2018.....	100%	100%	100%	100%	100%
September 2019.....	99%	99%	99%	99%	99%
September 2020.....	98%	98%	98%	98%	98%
September 2021.....	96%	96%	96%	96%	96%
September 2022.....	94%	94%	94%	94%	94%
September 2023.....	93%	93%	93%	93%	93%
September 2024.....	91%	91%	91%	91%	91%
September 2025.....	89%	89%	89%	89%	89%
September 2026.....	87%	87%	87%	87%	87%
September 2027.....	84%	84%	84%	84%	84%
September 2028.....	82%	82%	82%	82%	82%
September 2029.....	80%	80%	80%	80%	80%
September 2030.....	77%	77%	77%	77%	77%
September 2031.....	74%	74%	74%	74%	74%
September 2032.....	72%	72%	72%	72%	72%
September 2033.....	69%	69%	69%	69%	69%
September 2034.....	66%	66%	66%	66%	66%
September 2035.....	62%	62%	62%	62%	62%
September 2036.....	59%	59%	59%	59%	59%
September 2037 and thereafter.....	0%	0%	0%	0%	0%
<b>Weighted average life (in years).....</b>	<b><u>16.29</u></b>	<b><u>16.28</u></b>	<b><u>16.28</u></b>	<b><u>16.26</u></b>	<b><u>16.15</u></b>

**Class A-10F Certificates**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

**Prepayments**

<b><u>Following the Distribution Date in—</u></b>	<b><u>0% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>50% CPR</u></b>	<b><u>75% CPR</u></b>	<b><u>100% CPR</u></b>
Closing Date.....	100%	100%	100%	100%	100%
September 2018.....	99%	99%	99%	99%	99%
September 2019.....	98%	98%	98%	98%	98%
September 2020.....	97%	97%	97%	97%	97%
September 2021.....	95%	95%	95%	95%	95%
September 2022.....	93%	93%	93%	93%	93%
September 2023.....	92%	92%	92%	92%	92%
September 2024.....	90%	90%	90%	90%	90%
September 2025.....	88%	88%	88%	88%	88%
September 2026.....	85%	85%	85%	85%	85%
September 2027 and thereafter.....	0%	0%	0%	0%	0%
<b>Weighted average life (in years).....</b>	<b><u>9.08</u></b>	<b><u>9.07</u></b>	<b><u>9.06</u></b>	<b><u>9.04</u></b>	<b><u>8.87</u></b>

**Class A-10H Certificates**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

**Prepayments**

<b><u>Following the Distribution Date in—</u></b>	<b><u>0% CPR</u></b>	<b><u>25% CPR</u></b>	<b><u>50% CPR</u></b>	<b><u>75% CPR</u></b>	<b><u>100% CPR</u></b>
Closing Date.....	100%	100%	100%	100%	100%
September 2018.....	100%	100%	100%	100%	100%
September 2019.....	100%	100%	100%	100%	100%
September 2020.....	99%	99%	99%	99%	99%
September 2021.....	97%	97%	97%	97%	97%
September 2022.....	95%	95%	95%	95%	95%
September 2023.....	94%	94%	94%	94%	94%
September 2024.....	92%	92%	92%	92%	92%
September 2025.....	90%	90%	90%	90%	90%
September 2026.....	88%	88%	88%	88%	88%
September 2027.....	86%	86%	86%	86%	86%
September 2028.....	83%	83%	83%	83%	83%
September 2029.....	81%	81%	81%	81%	81%
September 2030.....	79%	79%	79%	79%	79%
September 2031.....	76%	76%	76%	76%	76%
September 2032.....	73%	73%	73%	73%	73%
September 2033.....	70%	70%	70%	70%	70%
September 2034.....	67%	67%	67%	67%	67%
September 2035.....	64%	64%	64%	64%	64%
September 2036.....	61%	61%	61%	61%	61%
September 2037 and thereafter.....	0%	0%	0%	0%	0%
<b>Weighted average life (in years).....</b>	<b>16.58</b>	<b>16.57</b>	<b>16.57</b>	<b>16.55</b>	<b>16.43</b>



**EXHIBIT E**

**PRICE/YIELD TABLES FOR CLASS X1 CERTIFICATES**

**Corporate Bond Equivalent (CBE) Yield of the Class X1 Certificates at Various CPRs\*  
0.5955%\*\* *Per Annum* Initial Pass-Through Rate  
\$259,012,247 Initial Notional Amount**

0% CPR During Prepayment Premium Periods  
— Otherwise at Indicated CPR

<b>Price (%)***</b>	<b>0% CPR CBE Yield (%)</b>	<b>25% CPR CBE Yield (%)</b>	<b>50% CPR CBE Yield (%)</b>	<b>75% CPR CBE Yield (%)</b>	<b>100% CPR CBE Yield (%)</b>
6.5000	6.63	6.43	6.39	6.36	6.27
6.6250	6.34	6.15	6.10	6.07	5.99
6.7500	6.07	5.87	5.83	5.80	5.72
6.8750	5.80	5.60	5.56	5.53	5.45
7.0000	5.54	5.34	5.30	5.27	5.19
7.1250	5.28	5.09	5.05	5.02	4.94
7.2500	5.04	4.84	4.80	4.77	4.69
7.3750	4.79	4.60	4.56	4.53	4.45
7.5000	4.56	4.37	4.33	4.30	4.22
Weighted Average Life (in years)	<b>12.83</b>	<b>12.71</b>	<b>12.68</b>	<b>12.66</b>	<b>12.52</b>

\* Assumes the exercise of the right to purchase the underlying mortgage loans in the event the total Stated Principal Balance of the mortgage pool is less than 5.0% of the initial mortgage pool balance, as described under “The Pooling and Servicing Agreement—Termination” in this offering circular.

\*\* Approximate.

\*\*\* Exclusive of accrued interest.

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**EXHIBIT F****MASTER SERVICING FEE RATE AND SUB-SERVICING FEE RATE  
WITH RESPECT TO EACH UNDERLYING MORTGAGE LOAN**

<b><u>Loan Number*</u></b>	<b><u>Property Name</u></b>	<b><u>Master Servicing Fee Rate</u></b>	<b><u>Sub-Servicing Fee Rate</u></b>
1	Tempo Apartments	0.1300%	0.4200%
2	Urban 55 Apartment Homes	0.1300%	0.4200%
3	Cambridge Apartments	0.1300%	0.4200%
4	Whispering Palms Apartments	0.1300%	0.2500%
5	Pasadena Apartments	0.1300%	0.4200%
6	825 West Sunnyside Avenue	0.1300%	0.4200%
7	Rosemont Apartments	0.1300%	0.4200%
8	High Point In The Park Apartments	0.1300%	0.4200%
9	Wind Chase Village Apartments	0.1300%	0.4200%
10	Valjean Apartments	0.1300%	0.2500%
11	Cross Creek Gardens Apartments	0.1300%	0.4200%
12	Whitely Manor Apartments	0.1300%	0.2500%
13	6000 And 6002 North Kenmore Avenue	0.1300%	0.2500%
14	Oakwood Terrace Apartments	0.1300%	0.4200%
15	Urban Edge Apartment Homes	0.1300%	0.4200%
16	Coral Ridge Apartments	0.1300%	0.4200%
17	Fabric Lofts	0.1300%	0.4200%
18	University Place Apartments	0.1300%	0.4200%
19	Chatham Portfolio I	0.1300%	0.4200%
20	Wadsworth Arms Apartments	0.1300%	0.4200%
21	Del Rio Apartments	0.1300%	0.2500%
22	East End Townhomes	0.1300%	0.4200%
23	The Normandy Apartments	0.1300%	0.2500%
24	Kingridge Village Apartments	0.1300%	0.4200%
25	Dogwood Creek Apartments	0.1300%	0.4200%
26	Rookwood Court And The Oakley Apartments	0.1300%	0.4200%
27	Pearl Plaza Apartments	0.1300%	0.4200%
28	Cooper Meadows	0.1300%	0.4200%
29	Emerald Villa Apartments	0.1300%	0.4200%
30	Lakeview Terrace	0.1300%	0.4200%
31	Santa Barbara Arms Apartments	0.1300%	0.2500%
32	Norma Street Apartments	0.1300%	0.4200%
33	Caroline Apartments	0.1300%	0.4200%
34	Grassy Pond Apartments	0.1300%	0.4200%
35	Surrey Park Apartments	0.1300%	0.4200%
36	Montevista Apartments Homes	0.1300%	0.2500%
37	183 Washington Avenue	0.1300%	0.2500%
38	Wavecrest Avenue Apartments	0.1300%	0.2500%
39	Jennifer Place Apartments	0.1300%	0.4200%

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\* As specified on Exhibit A-1.

<u>Loan Number*</u>	<u>Property Name</u>	<u>Master Servicing Fee Rate</u>	<u>Sub-Servicing Fee Rate</u>
40	8410 South Figueroa	0.1300%	0.2500%
41	Greenbriar Mill	0.1300%	0.4200%
42	Lowell Colony Apartments	0.1300%	0.2500%
43	Midland Townhomes	0.1300%	0.4200%
44	Plyers Apartments	0.1300%	0.4200%
45	359 Parke Street	0.1300%	0.2500%
46	Galewood Village Apartments	0.1300%	0.4200%
47	Chatham Portfolio II	0.1300%	0.4200%
48	Chatham Portfolio III	0.1300%	0.4200%
49	Jeffery Place Apartments	0.1300%	0.4200%
50	Arbors Of Boerne Apartments	0.1300%	0.4200%
51	Sabal Palm Apartments	0.1300%	0.2500%
52	Villa Conchita	0.1300%	0.4200%
53	Patrick Henry Apartments	0.1300%	0.4200%
54	Avondale Apartments	0.1300%	0.4200%
55	444 Park Avenue	0.1300%	0.2500%
56	Park Crest Apartments	0.1300%	0.4200%
57	Villa Rica Apartments	0.1300%	0.2500%
58	1556 6th Avenue	0.1300%	0.2500%
59	The Cottages At Lakesite	0.1300%	0.4200%
60	2847 Gainesville Street Southeast	0.1300%	0.4200%
61	Tahoe Gardens	0.1300%	0.4200%
62	College Grove	0.1300%	0.4200%
63	Tammie Jay Apartments	0.1300%	0.4200%
64	Northpointe Apartments	0.1300%	0.4200%
65	Caribbean Apartments	0.1300%	0.2500%
66	Stonegate Square Apartments	0.1300%	0.4200%
67	728a Rogers Avenue	0.1300%	0.2500%
68	1601 South Gramercy Place	0.1300%	0.2500%
69	Hidden Village Apartments	0.1300%	0.4200%
70	Norpoint Ridge Apartments	0.1300%	0.2500%
71	Riverside Townhomes	0.1300%	0.2500%
72	233-301 Old Dixie Highway	0.1300%	0.4200%
73	906-910 Hyde Park Avenue	0.1300%	0.2500%
74	Capitol Manor Apartments	0.1300%	0.4200%
75	River Stone Apartments	0.1300%	0.4200%
76	Chelsea Apartments	0.1300%	0.4200%
77	Briardale Apartments	0.1300%	0.4200%
78	2701 Avenue East	0.1300%	0.4200%
79	Bronzeville Apartments	0.1300%	0.4200%
80	1288 West Sunset Boulevard	0.1300%	0.4200%
81	Mead Street Portfolio	0.1300%	0.4200%
82	Riverview Heights	0.1300%	0.4200%

\* As specified on Exhibit A-1.

<u>Loan Number*</u>	<u>Property Name</u>	<u>Master Servicing Fee Rate</u>	<u>Sub-Servicing Fee Rate</u>
83	Urbane On Sixth	0.1300%	0.4200%
84	2022 South Throop Street	0.1300%	0.2500%
85	4510 Georgia Avenue Northwest	0.1300%	0.4200%
86	Old Colony Apartments	0.1300%	0.4200%
87	2925 Van Buren Place	0.1300%	0.2500%
88	Saint Anthony Park Apartments	0.1300%	0.4200%
89	Parkway Apartments	0.1300%	0.4200%
90	831 Wilton	0.1300%	0.2500%
91	Lakewood Townhome Apartments	0.1300%	0.4200%
92	2252 North Cleveland Avenue	0.1300%	0.2500%
93	Victoria Apartments	0.1300%	0.4200%
94	Edgewood Mews Apartments	0.1300%	0.4200%
95	Palmway Apartments	0.1300%	0.4200%
96	1855 Good Hope Road Southeast	0.1300%	0.4200%
97	Hollenden Apartments	0.1300%	0.4200%
98	80 Sherman Avenue Apartments	0.1300%	0.4200%
99	Kingsland Court	0.1300%	0.4200%
100	428 East 162nd Street	0.1300%	0.2500%
101	3043 17th Avenue Apartments	0.1300%	0.4200%
102	1449 And 1453 North Sedgwick Street	0.1300%	0.2500%
103	3739 North Greenview Avenue	0.1300%	0.2500%
104	652 Soundview Avenue	0.1300%	0.2500%
105	10310 South Broadway	0.1300%	0.2500%

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\* As specified on Exhibit A-1.