OFFERING CIRCULAR

Freddie Mac

$1,161,452,124

Freddie Mac

Seasoned Loans Structured Transaction Trust, Series 2020-2

Issuer:	Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2020-2
Guaranteed Certificates:	Classes of Certificates shown in the table below and the MACR Certificates set forth in combinations 1-19 on Schedule I
Trust Assets:	Seasoned, adjustable-, fixed- and step-rate, first lien re-performing and non-performing Mortgage Loans
Sponsor, Seller, Trustee and Guarantor of Guaranteed Certificates:	Freddie Mac
Servicer:	Select Portfolio Servicing, Inc.
Securities Administrator:	U.S. Bank National Association
Custodian:	Wells Fargo Bank, N.A.
Collateral Administrator:	510 Loan Administrator LLC
Distribution Dates:	Monthly beginning in October 2020
Optional Redemption:	The Trust is subject to optional redemption as described in this Offering Circular
Form of Guaranteed Certificates:	Book-entry on the depository system of DTC
Offering Terms:	The underwriters named below are offering the Guaranteed Certificates in negotiated transactions at varying prices
Closing Date:	September 29, 2020

Class	Initial Class Principal Amount(1)	Class Coupon	CUSIP Number	Mandatory Guarantor Repurchase Date(2)/ Stated Final Distribution Date
Class A-1[3]	$ 871,089,092	2.750%	35564CFY8	September 25, 2030
Class A-2[3]	$ 290,363,032	2.750%	35564CFZ5	September 25, 2030
Class AF[4]	$1,161,452,124	(5)	35564CGA9	September 27, 2060

(1) Approximate. May vary up to 10%.
(2) See *"— Mandatory Guarantor Repurchase Obligations of Class AF Certificates"*.
(3) Exchangeable Certificates may be exchanged for the related MACR Certificates in the combinations set forth on Schedule I.
(4) The Class AF Certificates will not be offered initially.
(5) The Class Coupon of the Class AF Certificates for each Distribution Date on or before the Distribution Date in September 2030 will be a fixed per annum rate equal to 2.750%. If the Class AF Certificates have not been redeemed or otherwise paid in full by the Distribution Date in September 2030, then effective on the Distribution Date in October 2030 and thereafter, the Class Coupon of the Class AF Certificates will become a floating rate at a per annum rate, not less than 0.000%, equal to the lesser of (i) One-Month LIBOR plus 2.000% and (ii) 7.000%. One-Month LIBOR will be determined using the method described in the definition of "One-Month LIBOR" in this Offering Circular. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Guarantor will determine an alternative index in accordance with the Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"*.

In addition to the Guaranteed Certificates, the Trust will issue the Class M-1, Class M-2, Class M-3, Class B, Class MI, Class XS, Class R, Class MRR and Class SUB Certificates (the "Non-Guaranteed Certificates"). Only the Class A-1 and Class A-2 Certificates are offered by this Offering Circular. The Class AF Certificates will not be offered initially, however the Class A-1 and Class A-2 Certificates represent interests in the Class AF Certificates. Information about the Non-Guaranteed Certificates is included in this Offering Circular to help you understand the Guaranteed Certificates.

The Guaranteed Certificates are complex financial instruments and may not be suitable investments for you. You should not purchase Guaranteed Certificates unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in them. *"Risk Factors"* beginning on page 23 highlights some of these risks.

You should purchase Guaranteed Certificates only if you have read and understood this Offering Circular and the documents listed under *"Additional Information"*.

Freddie Mac guarantees timely payment of interest at the applicable Class Coupon and the payment of principal as described herein, including payment in full by the Stated Final Distribution Date, on the Guaranteed Certificates. These distributions are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac. The Guaranteed Certificates are not tax-exempt. Because of applicable securities law exemptions, the Guaranteed Certificates are not registered with any federal or state securities commission. No securities commission has reviewed this Offering Circular.

The Index of Significant Definitions beginning on page 164 of this Offering Circular indicates where definitions of certain defined terms appear in this Offering Circular.

Citigroup
Structuring Lead and Joint Bookrunner

Credit Suisse
Co-Lead Manager and Joint Bookrunner

BofA Securities
Co-Manager

J.P. Morgan
Co-Manager

Mischler
Co-Manager

Nomura
Co-Manager

Wells Fargo Securities
Co-Manager

September 24, 2020

THE GUARANTEED CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR RECOMMENDED BY, ANY FEDERAL, STATE OR NON-U.S. SECURITIES COMMISSION, SECURITIES REGULATORY AUTHORITY OR INSURANCE OR OTHER REGULATORY BODY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT REVIEWED THIS DOCUMENT NOR CONFIRMED OR DETERMINED THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING CIRCULAR CONTAINS SUBSTANTIAL INFORMATION ABOUT THE GUARANTEED CERTIFICATES AND THE OBLIGATIONS OF THE ISSUER, THE GUARANTOR, THE SERVICER, THE SELLER, THE TRUSTEE, THE CUSTODIAN, THE COLLATERAL ADMINISTRATOR AND THE SECURITIES ADMINISTRATOR WITH RESPECT TO THE GUARANTEED CERTIFICATES. POTENTIAL INVESTORS ARE URGED TO REVIEW THIS OFFERING CIRCULAR IN ITS ENTIRETY.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS OFFERING CIRCULAR OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM FREDDIE MAC, THE SECURITIES ADMINISTRATOR OR THE UNDERWRITERS OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE GUARANTEED CERTIFICATES, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH ITS ATTORNEY AND ITS INVESTMENT, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE GUARANTEED CERTIFICATES AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT, INCLUDING THE RISKS RELATED THERETO.

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

THIS OFFERING CIRCULAR HAS BEEN PREPARED BY FREDDIE MAC SOLELY FOR USE IN CONNECTION WITH THE SALE OF THE GUARANTEED CERTIFICATES. IN THIS OFFERING CIRCULAR, AS THE CONTEXT MAY REQUIRE, THE TERMS "WE", "US" AND "OUR" REFER TO FREDDIE MAC.

FREDDIE MAC IS IN CONSERVATORSHIP; POTENTIAL RECEIVERSHIP

WE CONTINUE TO OPERATE UNDER THE CONSERVATORSHIP THAT COMMENCED ON SEPTEMBER 6, 2008, CONDUCTING OUR BUSINESS UNDER THE DIRECTION OF THE FEDERAL HOUSING FINANCE AGENCY (**"FHFA"**) AS OUR CONSERVATOR (THE **"CONSERVATOR"**). UPON ITS APPOINTMENT, FHFA, AS CONSERVATOR, IMMEDIATELY SUCCEEDED TO ALL RIGHTS, TITLES, POWERS AND PRIVILEGES OF FREDDIE MAC AND OF ANY STOCKHOLDER, OFFICER OR DIRECTOR OF FREDDIE MAC WITH RESPECT TO OUR BUSINESS AND OUR ASSETS. THE CONSERVATOR HAS DIRECTED AND WILL CONTINUE TO DIRECT CERTAIN OF OUR BUSINESS ACTIVITIES AND STRATEGIES. UNDER THE FEDERAL HOUSING FINANCE REGULATORY REFORM ACT OF 2008, FHFA MUST PLACE FREDDIE MAC INTO RECEIVERSHIP IF THE DIRECTOR OF FHFA MAKES A DETERMINATION IN WRITING THAT ITS ASSETS ARE, AND FOR A PERIOD OF 60 DAYS HAVE BEEN, LESS THAN ITS OBLIGATIONS. FHFA HAS NOTIFIED FREDDIE MAC THAT THE MEASUREMENT PERIOD FOR ANY MANDATORY RECEIVERSHIP DETERMINATION WITH RESPECT TO ITS ASSETS AND OBLIGATIONS WOULD COMMENCE NO EARLIER THAN THE SEC

PUBLIC FILING DEADLINE FOR ITS QUARTERLY OR ANNUAL FINANCIAL STATEMENTS AND WOULD CONTINUE FOR SIXTY (60) CALENDAR DAYS AFTER THAT DATE. FHFA HAS ALSO ADVISED FREDDIE MAC THAT, IF, DURING THAT SIXTY (60) CALENDAR DAY PERIOD, FREDDIE MAC RECEIVES FUNDS FROM TREASURY IN AN AMOUNT AT LEAST EQUAL TO THE DEFICIENCY AMOUNT UNDER THE PURCHASE AGREEMENT, THE DIRECTOR OF FHFA WILL NOT MAKE A MANDATORY RECEIVERSHIP DETERMINATION.

IN ADDITION, 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 THE THEN DIRECTOR OF FHFA PLACED FREDDIE MAC 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 OUR OBLIGATIONS IN THE ORDINARY COURSE OF BUSINESS; A WEAKENING OF OUR CONDITION DUE TO UNSAFE OR UNSOUND PRACTICES OR CONDITIONS; CRITICAL UNDERCAPITALIZATION; THE LIKELIHOOD OF LOSSES THAT WILL DEPLETE SUBSTANTIALLY ALL OF OUR CAPITAL; OR BY CONSENT. A RECEIVERSHIP WOULD TERMINATE THE CURRENT CONSERVATORSHIP.

IF FHFA WERE TO BECOME FREDDIE MAC'S RECEIVER, IT COULD EXERCISE CERTAIN POWERS THAT COULD ADVERSELY AFFECT THE GUARANTEED CERTIFICATES.

IN ITS CAPACITY AS RECEIVER, FHFA WOULD HAVE THE RIGHT TO TRANSFER OR SELL ANY ASSET OR LIABILITY OF FREDDIE MAC, INCLUDING ITS OBLIGATION TO MAKE GUARANTOR PAYMENTS ON THE GUARANTEED CERTIFICATES, WITHOUT ANY APPROVAL, ASSIGNMENT OR CONSENT OF ANY PARTY. IF FHFA, AS RECEIVER, WERE TO TRANSFER SUCH OBLIGATION TO ANOTHER PARTY, HOLDERS OF THE GUARANTEED CERTIFICATES WOULD HAVE TO RELY ON THAT PARTY FOR SATISFACTION OF THE OBLIGATION AND WOULD BE EXPOSED TO THE CREDIT RISK OF THAT PARTY.

DURING A RECEIVERSHIP, CERTAIN RIGHTS OF HOLDERS OF THE CERTIFICATES 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 NINETY (90) DAYS FOLLOWING THE APPOINTMENT OF FHFA AS RECEIVER.

IMPORTANT NOTICE REGARDING THE GUARANTEED CERTIFICATES

IF ANY OF THE TRUSTEE, THE ISSUER OR AN UNDERWRITER DETERMINES THAT A CONDITION IS NOT SATISFIED IN ANY MATERIAL RESPECT, ANY PROSPECTIVE INVESTOR WILL BE NOTIFIED, AND NONE OF THE TRUSTEE, THE ISSUER OR THE UNDERWRITERS WILL HAVE ANY OBLIGATION TO SUCH PROSPECTIVE INVESTOR TO DELIVER ANY PORTION OF THE GUARANTEED CERTIFICATES WHICH SUCH PROSPECTIVE INVESTOR HAS COMMITTED TO PURCHASE, AND THERE WILL BE NO LIABILITY BETWEEN THE UNDERWRITERS OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE ONE HAND, AND SUCH PROSPECTIVE INVESTOR, ON THE OTHER HAND, AS A CONSEQUENCE OF THE NONDELIVERY.

TO THE EXTENT THAT INVESTORS CHOOSE TO UTILIZE THIRD-PARTY PREDICTIVE MODELS IN CONNECTION WITH CONSIDERING AN INVESTMENT IN THE GUARANTEED CERTIFICATES, NEITHER FREDDIE MAC NOR THE UNDERWRITERS MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY INFORMATION OR REPORTS GENERATED BY SUCH MODELS, INCLUDING, WITHOUT LIMITATION, WHETHER THE GUARANTEED CERTIFICATES OR THE MORTGAGE LOANS WILL PERFORM IN A MANNER CONSISTENT THEREWITH.

NONE OF THE ISSUER, SPONSOR, SELLER OR GUARANTOR MAKES ANY REPRESENTATION OR WARRANTY REGARDING ANY ORIGINATORS OR PRIOR SERVICERS OF THE MORTGAGE LOANS (INCLUDING ANY PERSON OR ENTITY THAT HAS MODIFIED A MORTGAGE LOAN) OR THEIR UNDERWRITING PRACTICES AND PROCEDURES. CONSEQUENTLY, THIS OFFERING CIRCULAR DOES NOT CONTAIN ANY INFORMATION ABOUT THE ORIGINATORS OR PRIOR SERVICERS OF THE MORTGAGE LOANS (INCLUDING ANY PERSON OR ENTITY THAT HAS MODIFIED A MORTGAGE LOAN) OR THEIR RESPECTIVE LOAN ORIGINATION OR MODIFICATION PRACTICES, OR THE STANDARDS OR GUIDELINES UNDER WHICH THE MORTGAGE LOANS WERE ORIGINATED, UNDERWRITTEN, QUALITY-CHECKED, REVIEWED, MODIFIED OR SERVICED BY ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, THE APPLICATION, CONTENTS OR EXISTENCE OF SUCH STANDARDS OR GUIDELINES).

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

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

IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS OFFERING CIRCULAR

THE INFORMATION CONTAINED IN THESE MATERIALS MAY BE BASED ON ASSUMPTIONS REGARDING MARKET CONDITIONS AND OTHER MATTERS AS REFLECTED HEREIN. NO REPRESENTATION IS MADE REGARDING THE REASONABLENESS OF SUCH ASSUMPTIONS OR THE LIKELIHOOD THAT ANY SUCH ASSUMPTIONS WILL COINCIDE WITH ACTUAL MARKET CONDITIONS OR EVENTS, AND THESE MATERIALS SHOULD NOT BE RELIED UPON FOR SUCH PURPOSES. THE UNDERWRITERS AND THEIR AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS OFFERING CIRCULAR, MAY FROM TIME TO TIME HAVE LONG OR SHORT POSITIONS IN, AND BUY AND SELL, THE CERTIFICATES MENTIONED HEREIN OR DERIVATIVES THEREOF (INCLUDING OPTIONS). IN ADDITION, THE UNDERWRITERS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS OFFERING CIRCULAR, MAY HAVE AN INVESTMENT OR COMMERCIAL BANKING RELATIONSHIP WITH US. SEE "*RISK FACTORS — THE INTERESTS OF FREDDIE MAC, THE UNDERWRITERS AND OTHERS MAY CONFLICT WITH AND BE ADVERSE TO THE INTERESTS OF THE CERTIFICATEHOLDERS — POTENTIAL CONFLICTS OF INTEREST OF THE UNDERWRITERS AND THEIR AFFILIATES*". INFORMATION IN THIS OFFERING CIRCULAR IS CURRENT AS OF THE DATE APPEARING ON THE MATERIAL ONLY. INFORMATION IN THIS OFFERING CIRCULAR REGARDING ANY GUARANTEED CERTIFICATES SUPERSEDES ALL PRIOR INFORMATION REGARDING SUCH GUARANTEED CERTIFICATES. THE GUARANTEED CERTIFICATES MAY NOT BE SUITABLE FOR ALL PROSPECTIVE INVESTORS.

FORWARD LOOKING STATEMENTS

This Offering Circular contains forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the **"Securities Act"**). Specifically, forward looking statements, together with related qualifying language and assumptions, are found in the material (including the tables) under the headings *"Risk Factors"* and *"Prepayment and Yield Considerations*" and in the appendices. Forward looking statements are also found in other places throughout this Offering Circular, and may be identified by, among other things, accompanying language such as "expects," "intends," "anticipates," "estimates" or analogous expressions, or by qualifying language or assumptions. These statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results or performance to differ materially from that described in or implied by the forward looking statements. These risks, uncertainties and other factors include, among others, general economic and business conditions, competition, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, customer preference and various other matters, many of which are beyond Freddie Mac's control. These forward looking statements speak only as of the date of this Offering Circular. We expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward looking statements to reflect changes in our expectations with regard to those statements or any change in events, conditions or circumstances on which any forward looking statement is based.

FREDDIE MAC

General

Freddie Mac was chartered by Congress in 1970 under the Federal Home Loan Mortgage Corporation Act (the **"Freddie Mac Act"**) with a public mission to stabilize the nation's residential mortgage markets and expand opportunities for homeownership and affordable rental housing.

Our statutory mission is to provide liquidity, stability and affordability to the U.S. housing market. We are involved in the U.S. housing market by participating in the secondary mortgage market. We do not participate directly in the primary mortgage market. Our participation in the secondary mortgage market includes providing our credit guarantee for mortgages originated by mortgage lenders in the primary mortgage market and investing in mortgage loans and mortgage-related securities.

Although we are chartered by Congress, we alone are responsible for making payments on our securities. Neither the U.S. government nor any agency or instrumentality of the U.S. government, other than Freddie Mac, guarantees our securities and other obligations.

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

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

Conservatorship and Related Matters

The Federal Housing Finance Regulatory Reform Act of 2008 (the **"Reform Act"**) became law on July 30, 2008 and was effective immediately. The Reform Act established FHFA as an independent agency with general supervisory and regulatory authority over Freddie Mac. FHFA assumed the duties of Freddie Mac's former regulators, the Office of Federal Housing Enterprise Oversight and the U.S. Department of Housing and Urban Development (**"HUD"**), with respect to safety, soundness and mission oversight of Freddie Mac. HUD remains Freddie Mac's regulator with respect to fair lending matters.

On September 6, 2008, FHFA exercised authority granted by Congress to place Freddie Mac into conservatorship and we continue to conduct our business under the direction of FHFA as our Conservator. Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac and of any stockholder, officer or director of Freddie Mac with respect to our business and our assets. The Conservator also succeeded to the title to all our books, records and assets held by any other legal custodian or third party. The Conservator has directed and will continue to direct certain of our business activities and strategies. The Conservator has delegated certain authority to our Board of Directors to oversee, and to management to conduct, day-to-day operations. The directors serve on behalf of, and exercise authority as directed by, and owe their fiduciary duties of loyalty and care to, the Conservator. There is significant uncertainty as to whether or when we will emerge from conservatorship, as it has no specified termination date, and as to what changes may occur to our business structure during or following conservatorship, including whether we will continue to exist. The Conservator, Congress and/or the administration may, at any time and from time-to-time, adopt policies, legislation, or otherwise act in ways that significantly change our business model or capital structure. We are not aware of any current plans to significantly change our business model or capital structure in the near-term; however, we have no ability to predict what regulatory or legislative policies or actions may be made with respect to Freddie Mac in the future. See *"Risk Factors — Risks Relating to Freddie Mac"*.

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

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

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

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

Purchase Agreement, Warrant and Senior Preferred Stock

On September 7, 2008, we, through FHFA, in its capacity as Conservator, entered into the Senior Preferred Stock Purchase Agreement with the U.S. Department of the Treasury (**"Treasury"**). The Purchase Agreement has been subsequently amended a number of times (as amended, the **"Purchase Agreement"**).

The Purchase Agreement requires Treasury, upon the request of the Conservator, to provide funds to us in certain circumstances. In exchange for Treasury's funding commitment, we issued to Treasury: (a) one million shares of Variable Liquidation Preference Senior Preferred Stock (with an initial liquidation preference of $1 billion) (the **"Senior Preferred Stock"**) and (b) a warrant to purchase, for a nominal price, shares of our common stock equal to 79.9% of the total number of shares of our common stock outstanding on a fully diluted basis at the time the warrant is exercised (the **"Warrant"**). The Senior Preferred Stock and Warrant were issued

to Treasury as an initial commitment fee in consideration of Treasury's commitment to provide funding to us under the Purchase Agreement. We did not receive any cash proceeds or other consideration from Treasury for issuing the Senior Preferred Stock or the Warrant.

The Purchase Agreement provides that, on a quarterly basis, we generally may draw funds up to the amount, if any, by which our total liabilities exceed our total assets, as reflected on our GAAP balance sheet for the applicable fiscal quarter (the **"Deficiency Amount"**), provided that the aggregate amount funded under the Purchase Agreement may not exceed Treasury's commitment. As of June 30, 2020, the amount of available funding remaining under the Purchase Agreement was $140.2 billion. This amount will be reduced by any future draws.

Treasury, as the holder of the Senior Preferred Stock, is entitled to receive quarterly cash dividends, when, as and if declared by our Board of Directors. The dividends we have paid to Treasury on the Senior Preferred Stock have been declared by, and paid at the direction of, the Conservator, acting as successor to the rights, titles, powers and privileges of the Board. Through December 31, 2012, the Senior Preferred Stock accrued quarterly cumulative dividends at a rate of 10% per year.

However, under the August 2012 amendment to the Purchase Agreement, the fixed dividend rate was replaced with a net worth sweep dividend beginning in the first quarter of 2013. For each fiscal quarter commencing January 1, 2013 and thereafter, the dividend is the amount, if any, by which our Net Worth Amount (defined below) at the end of the immediately preceding fiscal quarter, less the applicable capital reserve amount for such fiscal quarter, exceeds zero (the **"Dividend Amount"**). If the calculation of the dividend for any fiscal quarter does not exceed zero, then no dividend will accrue or be payable for that quarter. The term **"Net Worth Amount"** is defined as our total assets (excluding Treasury's commitment and any unfunded amounts thereof), less our total liabilities (excluding any obligation in respect of capital stock), in each case as reflected on our consolidated balance sheets prepared in accordance with GAAP. Pursuant to the September 27, 2019 letter agreement (the **"Letter Agreement"**) amending the Senior Preferred Stock, for each fiscal quarter from September 30, 2019 and thereafter, the applicable capital reserve amount will be $20.0 billion. However, for each fiscal quarter from September 30, 2019 and thereafter, for any fiscal quarter with respect to which the Board of Directors does not declare and pay a dividend or declares and pays a dividend in an amount less than the Dividend Amount, the applicable capital reserve amount shall thereafter be zero. For the avoidance of doubt, if the calculation of the Dividend Amount for a fiscal quarter does not exceed zero, then no Dividend Amount will accrue or be payable for such fiscal quarter. The Dividend Amounts on the Senior Preferred Stock could be substantial and will have an adverse impact on our financial position and net worth.

The Senior Preferred Stock is senior in liquidation preference to our common stock and all other series of preferred stock. Any amounts that we draw under the Purchase Agreement are added to the liquidation preference of the Senior Preferred Stock. Deficits in our net worth have made it necessary for us to make substantial draws on Treasury's funding commitment under the Purchase Agreement. As of June 30, 2020, the aggregate liquidation preference of the Senior Preferred Stock was $82.2 billion. Under the Purchase Agreement, our ability to repay the liquidation preference of the Senior Preferred Stock is limited, and we will not be able to do so for the foreseeable future, if at all.

The Purchase Agreement provides that the Deficiency Amount will be calculated differently if we become subject to receivership or other liquidation process. The Deficiency Amount may be increased above the otherwise applicable amount upon our mutual written agreement with Treasury. In addition, if the Director of FHFA determines that the Director will be mandated by law to appoint a receiver for us unless our capital is increased by receiving funds under the commitment in an amount up to the Deficiency Amount (subject to the maximum amount that may be funded under the Purchase Agreement), then FHFA, as Conservator, may request that Treasury provide funds to us in such amount. The Purchase Agreement also provides that, if we have a Deficiency Amount as of the date of completion of the liquidation of our assets, we may request funds from Treasury in an amount up to the Deficiency Amount (subject to the maximum amount that may be funded under the Purchase Agreement).

No additional shares of Senior Preferred Stock are required to be issued under the Purchase Agreement. In addition to the issuance of the Senior Preferred Stock and Warrant, we are required under the Purchase Agreement to pay a quarterly commitment fee to Treasury. Under the Purchase Agreement, the fee is to be

determined in an amount mutually agreed to by us and Treasury with reference to the market value of Treasury's funding commitment as then in effect. However, for each quarter commencing as of January 1, 2013 and thereafter, by agreement with Treasury no periodic commitment fee under the Purchase Agreement was or will be set, accrued or payable. Treasury waived the fee for all applicable quarters prior to that date.

The Purchase Agreement provides that Treasury's funding commitment will terminate under any of the following circumstances: (a) the completion of our liquidation and fulfillment of Treasury's obligations under its funding commitment at that time; (b) the payment in full of, or reasonable provision for, all of our liabilities (whether or not contingent, including mortgage guarantee obligations); and (c) the funding by Treasury of the maximum amount of the commitment under the Purchase Agreement. In addition, Treasury may terminate its funding commitment and declare the Purchase Agreement null and void if a court vacates, modifies, amends, conditions, enjoins, stays or otherwise affects the appointment of the Conservator or otherwise curtails the Conservator's powers. Treasury may not terminate its funding commitment under the Purchase Agreement solely by reason of our being in conservatorship, receivership or other insolvency proceeding, or due to our financial condition or any adverse change in our financial condition.

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

In the event of a default on our obligations with respect to the Guaranteed Certificates or Freddie Mac mortgage guarantee obligations, and if Treasury fails to perform its obligations under its funding commitment, then if we and/or the Conservator fail to diligently pursue remedies in respect of that failure, the holders of these securities or Freddie Mac mortgage guarantee obligations may file a claim in the United States Court of Federal Claims for relief requiring Treasury to fund to us the lesser of: (a) the amount necessary to cure the guarantee defaults on the Guaranteed Certificates and Freddie Mac mortgage guarantee obligations; and (b) the lesser of: (i) the deficiency amount; and (ii) the maximum amount of the commitment less the aggregate amount of funding previously provided under the commitment. Any payment that Treasury makes under such circumstances will be treated for all purposes as a draw under the Purchase Agreement that will increase the liquidation preference of the senior preferred stock.

The Purchase Agreement has an indefinite term and can terminate only in limited circumstances, which do not include the end of the conservatorship. The Purchase Agreement therefore could continue after the conservatorship ends.

We receive substantial support from Treasury and are dependent upon its continued support in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions. Any deterioration in our financial position and any discontinued support of the Treasury could result in Certificate Writedown Amounts being allocated to the Guaranteed Certificates in the absence of the Guarantee.

ADDITIONAL INFORMATION

Our common stock is registered with the U.S. Securities and Exchange Commission (**"SEC"**) under the Securities Exchange Act of 1934 (**"Exchange Act"**). We file reports and other information with the SEC.

As described below, we incorporate certain documents by reference in this Offering Circular, which means that we are disclosing information to you by referring you to those documents rather than by providing you with separate copies. We incorporate by reference in this Offering Circular (1) our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 13, 2020; (2) all other reports we have filed with the SEC pursuant to Section 13(a) of the Exchange Act since the end of the year covered by that Form 10-K report, excluding any information we "furnish" to the SEC on Form 8-K; and (3) all documents that we file with the SEC pursuant to Section 13(a), 13(c) or 14 of the Exchange Act after the date of this Offering Circular and prior to the termination of the offering of the Certificates, excluding any information we "furnish" to the SEC on Form 8-K. These documents are collectively referred to as the **"Incorporated Documents"** and are considered part of this Offering Circular. You should read this Offering Circular in conjunction with the Incorporated Documents. Information that we incorporate by reference will automatically update information in this Offering Circular. Therefore, you should rely only on the most current information provided or incorporated by reference in this Offering Circular.

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

After the Closing Date, you can obtain, without charge, copies of this Offering Circular, the Incorporated Documents and the Pooling and Servicing Agreement to be dated as of the Closing Date among the Seller, Guarantor, Trustee, Servicer, Securities Administrator, and, when and if acknowledged and agreed to, the Collateral Administrator (the **"Pooling and Servicing Agreement"**) from:

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

We also make the Offering Circular and the Incorporated Documents available on our internet website at this address: **www.freddiemac.com**.[1]

Loan-level information provided in this Offering Circular and made available on the Securities Administrator's internet website[2] is based upon information reported and furnished to us by the underlying loan seller and/or prior servicers of the Mortgage Loans (i) at the time we purchased the Mortgage Loans, (ii) through subsequent data revisions and (iii) in monthly servicing updates. We may not have independently verified the information reported and furnished to us by the underlying seller, servicer or any prior servicer regarding the Mortgage Loans and we make no representations or warranties concerning the accuracy or completeness of that information. The Securities Administrator has not participated in the preparation of this Offering Circular and makes no representation or warranty as to the accuracy of the information contained herein.

(1) We provide this and other internet addresses solely for the information of investors. We do not intend these internet addresses to be active links and we are not using references to these addresses to incorporate additional information into this Offering Circular, except as specifically stated in this Offering Circular.

(2) An investor may access the loan-level information through the Securities Administrator's website, subject to the terms and conditions therein, by clicking on https://pivot.usbank.com.

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TRANSACTION SUMMARY

On the Closing Date, Freddie Mac will deposit certain seasoned re-performing and non-performing mortgage loans (the **"Mortgage Loans"**) into the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2020-2 (the **"Trust"**). The Trust will issue the Class A-1, Class A-2, Class A, Class A-1B, Class A-1C, Class A-1D, Class A-1E, Class A-1G, Class A-1IO, Class A-2B, Class A-2C, Class A-2D, Class A-2E, Class A-2G, Class A-2IO, Class A-IO, Class AB, Class AC, Class AD, Class AE, Class AF, Class AG, Class M-1, Class M-2, Class M-3, Class B, Class XS, Class MRR, Class SUB, Class MI, and Class R (each a **"Class"** and, collectively, the **"Classes"**) Certificates (each a **"Certificate"** and, collectively, the **"Certificates"**), and such Classes represent interests in the assets of the Trust; however the Class A-1 and Class A-2 Certificates represent interests in the Class AF Certificates. The Class A-1 and Class A-2 Certificates (the **"Exchangeable Certificates"**) can be exchanged for the related Modifiable and Combinable REMIC Certificates (the **"MACR Certificates"**) pursuant to the combinations of exchanges set forth on Schedule I to this Offering Circular. Certain MACR Certificates may be exchanged for other related MACR Certificates pursuant to the combinations of exchanges set forth on Schedule I to this Offering Circular. Additionally, the Class M-1, Class M-2, Class M-3, Class B and Class XS Certificates are also Exchangeable Certificates and may be exchanged for the related MACR Certificates (the **"Class MRR Certificates"** or **"Class SUB Certificates"**) pursuant to the combinations of exchanges set forth on Schedule I to this Offering Circular. None of the Non-Guaranteed Certificates are offered by this Offering Circular. Freddie Mac, as sponsor of the securitization in which the Certificates are to be issued, is not required to retain credit risk pursuant to the provisions of FHFA's Credit Risk Retention Rule (12 C.F.R. Part 1234) (the **"Risk Retention Rule"**) governing residential single-family securitizations because FHFA, as conservator and in furtherance of the goals of the conservatorship, has exercised its authority under Section 1234.12(f)(3) of the Risk Retention Rule to direct Freddie Mac to sell or otherwise hedge the credit risk that Freddie Mac otherwise would be required to retain under the Risk Retention Rule and has instructed Freddie Mac to take such action necessary to effect this outcome. See *"Description of the Mortgage Loans — Credit Risk Retention"*. See also *"Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Trust"*.

Freddie Mac will serve in a number of capacities with respect to the Trust. Freddie Mac will be the Guarantor of the Guaranteed Certificates, Sponsor, Seller and Trustee. Freddie Mac will guarantee (the **"Guarantee"**) timely payment of interest and payment of principal as described herein, including payment in full by the Stated Final Distribution Date, of the Guaranteed Certificates. As the Seller, Freddie Mac will make certain limited representations and warranties (most of which will be effective only through the warranty period that will expire on March 29, 2022, the **"Warranty Period"**) with respect to the Mortgage Loans, described in Appendix E (each, a **"Representation and Warranty"**, and together, the **"Representations and Warranties"**) and will be the only party from which the Trust may seek a remedy with respect to a Mortgage Loan as a result of any Material Breach. See Appendix E.

Select Portfolio Servicing, Inc. (**"SPS"** or the **"Servicer"**) will be required to service the Mortgage Loans in accordance with the Pooling and Servicing Agreement. The servicing requirements set forth in the Pooling and Servicing Agreement are referred to herein as the **"Servicing Requirements"**. The Servicer will not advance principal and interest on the Mortgage Loans. The Servicer will be obligated to make certain Servicing Advances to third parties, including any advances necessary for the preservation of mortgaged properties securing Mortgage Loans or REO properties acquired by the Trust through foreclosure or a loss mitigation process. Moreover, certain documents related to each Mortgage Loan will be retained by Wells Fargo Bank, N.A. (the **"Custodian"**), in accordance with that certain Document Custodial Agreement to be dated on or about September 29, 2020 (the **"Custodial Agreement"**) among the Seller, the Custodian, the Trustee and the Servicer.

510 Loan Administrator LLC (the **"Collateral Administrator"**) will provide certain services to the Trust, as further described in this Offering Circular. The Collateral Administrator must review alleged Material Breaches, Collateral Deficiencies and Existing Liens and it will submit a complete Notice of Breach or Indemnification to the Seller during the Warranty Period or Indemnification Period, as applicable. When a Notice of Breach or Indemnification with respect to a Mortgage Loan has been issued, the Seller will review such Mortgage Loan to determine whether (i) a Material Breach exists and if so, whether it can be cured, or if the Material Breach cannot be cured, requiring a payment of a Loss Indemnification Amount or repurchase of such Mortgage Loan, or (ii) a Collateral Deficiency Loss or Existing Lien Loss exists requiring payment of a

Collateral Deficiency Indemnification Amount or an Existing Lien Indemnification Amount, as applicable, by the Seller.

Upon the Seller's receipt of a complete Notice of Breach or Indemnification, the Cure Period will begin to run. If the Notice of Breach or Indemnification is incomplete and the Seller reasonably believes that the Collateral Administrator would not be able to resubmit such notice with the missing documentation or information within 30 days, and the Seller has not agreed to a longer time period to resubmit such notice, then such Notice of Breach or Indemnification may be denied, in the Seller's sole and reasonable discretion.

If the Seller has confirmed, in its sole and reasonable discretion, that it has received a complete Notice of Breach or Indemnification during the Warranty Period, and such notice accurately documents a Material Breach of a Representation and Warranty, the Seller will: (i) use its commercially reasonable efforts to cure such breach in all material respects within 90 days from confirmation or receipt, as applicable, of such notice unless the Seller and the Collateral Administrator mutually agree to a longer period (the **"Cure Period"**), or (ii) if such breach cannot be cured by the expiration of the Cure Period, the Seller will, at its option: (x) indemnify the Trust for the Loss Indemnification Amount resulting from the Material Breach or (y) repurchase such Mortgage Loan (or related REO property) at the Repurchase Price.

If the Seller has confirmed, in its sole and reasonable discretion, that it has received a complete Notice of Breach or Indemnification during the Indemnification Period, that accurately evidences a Collateral Deficiency Loss or Existing Lien Loss, the Seller will determine, in its sole and reasonable discretion and based on the estimate provided by the Collateral Administrator in the notice, the appropriate Collateral Deficiency Indemnification Amount or Existing Lien Indemnification Amount, as applicable.

The aggregate of the Loss Indemnification Amount, the Collateral Deficiency Indemnification Amount and the Existing Lien Indemnification Amount related to a Mortgage Loan may not exceed the Repurchase Price for such Mortgage Loan, regardless of the number of breaches associated with such Mortgage Loan.

Freddie Mac expects that it will retain some or all Classes of Certificates on the Closing Date. See *"Risk Factors — The Interests of Freddie Mac, the Underwriters, and Others May Conflict With and be Adverse to the Interests of the Certificateholders — Interests of Freddie Mac May Not be Aligned With the Interests of the Certificateholders"* and *"Description of the Certificates — Certificates Acquired or Retained by Freddie Mac."*

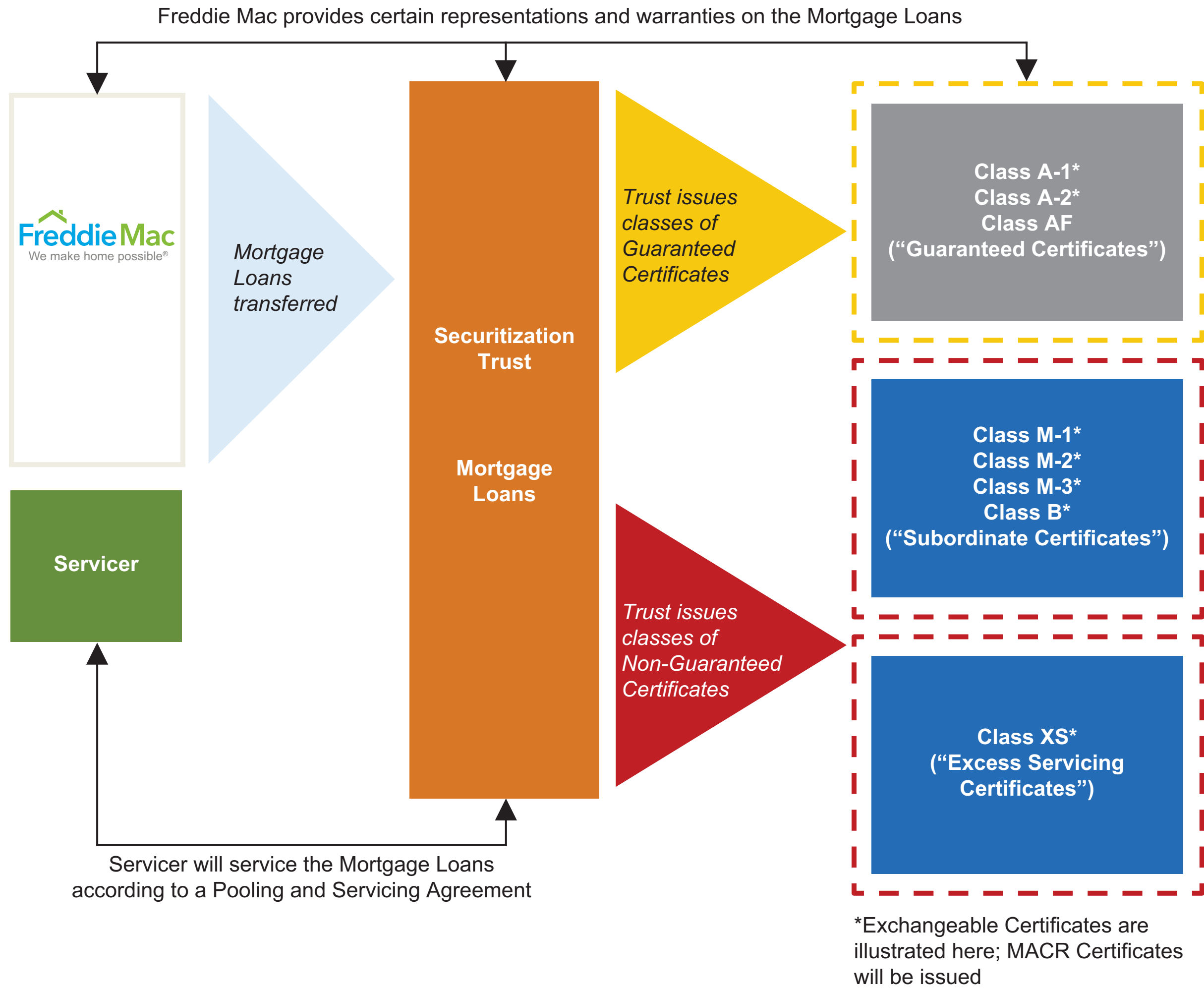
Investors in the Guaranteed Certificates should review and understand all of the information related to the Trust in this Offering Circular and information otherwise made available to such investors prior to investing in the Guaranteed Certificates. ***Unless otherwise noted, the calculations, definitions and allocations described in this Offering Circular assume that no exchanges for MACR Certificates have occurred.***

The Class Principal Amounts of the Guaranteed Certificates will be subject to reduction due to the allocation of Certificate Writedown Amounts and increase due to the allocation of Certificate Writeup Amounts. However, Freddie Mac guarantees the timely payment of interest at the applicable Class Coupon and payment of principal as described herein, including payment in full by the Stated Final Distribution Date, of the Guaranteed Certificates and will (i) make a Guarantor Principal Payment on any Distribution Date in an amount up to the excess of the Class Principal Amount of the Class AF Certificates after taking into account payments made on such Distribution Date pursuant to "*Description of the Certificates — Distribution of Available Funds*" on such Distribution Date over the aggregate Unpaid Principal Balance of the Mortgage Loans as of the end of the related Collection Period, (ii) make a Guarantor Interest Payment in an amount up to the unpaid Current Interest for the Class AF Certificates remaining after giving effect to any payments made in accordance with "*Description of the Certificates — Distribution of Available Funds*" on such Distribution Date, and (iii) make Guarantor Maturity Payments if the remaining Class Principal Amount of the Class AF Certificates is greater than zero after the application of interest and principal in accordance with "*Description of the Certificates — Distribution of Available Funds*" and allocation of Certificate Writedown Amounts and Certificate Writeup Amounts on the Stated Final Distribution Date.

An election will be made to treat the pool of Mortgage Loans as a "real estate mortgage investment conduit" (a **"REMIC"**) and multiple further REMIC elections will be made to facilitate the creation of regular interests corresponding to the Certificates (each of the REMICs, a **"REMIC Pool"**) for U.S. federal income tax purposes.

The REMIC Pool from which the regular interests corresponding to the Certificates (other than the Class A-1 and Class A-2 Certificates) are issued is the **"Upper-Tier REMIC Pool."** An election will be made to treat a portion of the trust consisting of the "regular interests" in the Upper-Tier REMIC Pool corresponding to the Class AF Certificate as a REMIC for U.S. federal income tax purposes (the **"Class AF Certificate REMIC Pool"**). As described more fully in this Offering Circular, the Class A-1 and Class A-2 Certificates will represent ownership of the "regular interests" in the Class AF Certificate REMIC Pool and certain other rights. The Class AF, Class M-1, Class M-2, Class M-3, Class B and Class XS Certificates will represent ownership of the "regular interests" in the Upper-Tier REMIC Pool and, in the case of the Class AF Certificates, certain other rights, and in the case of the Class M-1, Class M-2, Class M-3 and Class B Certificates, certain other rights and certain other obligations. The Class R Certificates will represent ownership of the sole class of "residual interests" in each REMIC Pool. The Class MI Certificate represents ownership of Mortgage Insurance Proceeds, if any, and does not represent ownership of an interest in a REMIC. The MACR Certificates represent interests in the Exchangeable Certificates for U.S. federal income tax purposes. See *"Certain Federal Income Tax Consequences"* herein.

Transaction Diagram



Note: The Trust will also issue Residual Certificates and a Mortgage Insurance Certificate (the **"Class MI Certificate"**) that is entitled to Mortgage Insurance Proceeds received from Mortgage Loans, which Certificate, as of the Closing Date, will be retained by Freddie Mac. However, such Mortgage Insurance Proceeds will not be assets of any REMIC described herein, and the Class MI Certificate will not represent interests in any REMIC. The Class MI Certificate is not offered hereby.

SUMMARY OF TERMS

The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular and related documents referred to herein. See "Index of Significant Definitions", which appears at the end of this Offering Circular.

Series . . . . Series 2020-2.

The Trustee . . . . Freddie Mac will act as trustee (the **"Trustee"**) of the Trust under the Pooling and Servicing Agreement.

The Servicer . . . . Select Portfolio Servicing, Inc. (the **"Servicer"**) will service the Mortgage Loans pursuant to the Pooling and Servicing Agreement.

The Sponsor and Seller . . . . On the Closing Date, Freddie Mac, as seller (the **"Seller"**), will sell the Mortgage Loans into the Trust and assign all of its interest in the Mortgage Loans to the Trust.

The Guarantor . . . . Freddie Mac will serve as guarantor (the **"Guarantor"**) of the Guaranteed Certificates.

The Issuer . . . . Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2020-2 (the **"Issuer"** or the **"Trust"**) will issue the Certificates. The Certificates will represent interests in the assets of the Trust, which will be created under the Pooling and Servicing Agreement, and do not represent any interest in the Sponsor, the Seller, the Trustee, the Servicer, the Custodian, the Securities Administrator, the Collateral Administrator or any other person.

The Custodian . . . . Wells Fargo Bank, N.A. will act as the custodian (the **"Custodian"**) for the Trust.

The Collateral Administrator . . . . 510 Loan Administrator LLC (the **"Collateral Administrator"**) will review alleged Material Breaches, Collateral Deficiencies and Existing Liens, and issue Notices of Breach or Indemnification to the Seller in accordance with the Pooling and Servicing Agreement. Additionally, the Collateral Administrator will have the right to provide certain services subject to and in accordance with the Pooling and Servicing Agreement. Such services may include, without limitation: (a) using commercially reasonable efforts to work with the Seller and Servicer to cure any Material Breaches, Collateral Deficiencies and Existing Liens; (b) directing or providing consent to the sale of any Seriously Delinquent Mortgage Loans by the Servicer pursuant to its exercise of the Loan Sale Right; (c) monitoring the Servicer's servicing of the Mortgage Loans; (d) consenting, withholding consent or waiving the right to consent with respect to certain servicing matters related to the Mortgage Loans and any REO properties, including (i) the strategy for implementing Foreclosure Alternatives; (ii) the administration of the defaulted Mortgage Loans; (iii) property valuations; (iv) the sale of any REO properties; and (v) litigation settlement offers; (e) if the Initial Retained Certificateholder is the Majority Representative, having the right to terminate the Servicer without cause and engage a successor servicer in accordance with the Pooling and Servicing Agreement; and (f) to the extent not set forth above, taking such actions as the Collateral Administrator believes are necessary and reasonable or appropriate in

furtherance of the provisions of this paragraph and clauses (a) through (e) above, subject to the provisions of the Pooling and Servicing Agreement, and subject to the approval and consent of the Guarantor, where required. The Collateral Administrator will act in accordance with the best interests of the holders of the Certificates and the accepted servicing practices, including the terms of the Pooling and Servicing Agreement. The Collateral Administrator may resign or be terminated in accordance with the Pooling and Servicing Agreement.

The Securities Administrator . . . . U.S. Bank National Association (**"U.S. Bank"**) will act as securities administrator (the **"Securities Administrator"**) under the Pooling and Servicing Agreement.

The Underwriters . . . . Citigroup Global Markets Inc. (**"Citigroup"**), Credit Suisse Securities (USA) LLC (**"Credit Suisse"**), BofA Securities, Inc. (**"BofA Securities"**), J.P. Morgan Securities LLC (**"J.P. Morgan"**), Mischler Financial Group, Inc. (**"Mischler"**), Nomura Securities International, Inc. (**"Nomura"**) and Wells Fargo Securities, LLC (**"Wells Fargo Securities"**) will be the Underwriters of the Guaranteed Certificates.

Certificates:

Subordinate Certificates . . . . The Class M-1, Class M-2, Class M-3 and Class B Certificates; and for so long as (i) the Class Principal Amount of the Class MRR Certificates is greater than zero, the Class MRR Certificates (representing the aggregate Certificate Principal Amount of the Class M-2, Class M-3 and Class B Certificates exchanged for the Class MRR Certificates) and/or (ii) the Class Principal Amount of the Class SUB Certificates is greater than zero, the Class SUB Certificates (representing the aggregate Certificate Principal Amount of the Class M-1, Class M-2, Class M-3 and Class B Certificates exchanged for the Class SUB Certificates) (collectively, the **"Subordinate Certificates"**).

Interest Only Certificates . . . . The Class A-1IO, Class A-2IO and Class A-IO Certificates (collectively, the **"Interest Only Certificates"**).

Excess Servicing Certificates . . . . . The Class XS Certificates (the **"Class XS Certificates"**).

Mortgage Insurance Certificate . . . . The Class MI Certificate (the **"Class MI Certificate"**).

Residual Certificates . . . . The Certificates representing ownership of the "residual interest" in two or more REMIC pools formed by the Trust (the **"Class R Certificates"** or **"Residual Certificates"**).

Guaranteed Certificates . . . . Either, the Class A-1, Class A-2, Class A, Class A-1B, Class A-1C, Class A-1D, Class A-1E, Class A-1G, Class A-1IO, Class A-2B, Class A-2C, Class A-2D, Class A-2E, Class A-2G, Class A-2IO, Class A-IO, Class AB, Class AC, Class AD, Class AE and Class AG Certificates, collectively, or the Class AF Certificates, as the context may require (the **"Guaranteed Certificates"**).

Exchangeable Certificates . . . . The Class A-1, Class A-2, Class M-1, Class M-2, Class M-3, Class B and Class XS Certificates.

MACR Certificates . . . . The Class A, Class A-1B, Class A-1C, Class A-1D, Class A-1E, Class A-1G, Class A-1IO, Class A-2B, Class A-2C, Class A-2D, Class A-2E, Class A-2G, Class A-2IO, Class A-IO, Class AB, Class AC, Class AD, Class AE, Class AG, Class MRR and Class SUB Certificates.

Non-Guaranteed Certificates . . . . . The Subordinate Certificates, Excess Servicing Certificates, Mortgage Insurance Certificate and Residual Certificates (collectively, the **"Non-Guaranteed Certificates"**).

The Trust will issue, but Freddie Mac will not guarantee, the Non-Guaranteed Certificates, which are not offered pursuant to this Offering Circular. Below is information related to the Non-Guaranteed Certificates:

Class	Initial Class Principal Amount or Class Notional Amount(1)	Class Coupon
Class M-1(*)	$86,731,815	4.750%(2)
Class M-2(*)	$86,731,815	6.000%(2)
Class M-3(*)	$86,731,815	6.000%(2)
Class B(*)	$86,731,815	6.250%(2)
Class XS(*)	$1,508,379,384(3)	(4)
Class MI	$236,582,267(5)	N/A
Class R	$0	N/A

(*) Exchangeable Certificates may be exchanged for related MACR Certificates in the combinations set forth on Schedule I to this Offering Circular.

(1) Approximate. May vary by up to 10%.

(2) The Class Coupon of the Class M-1, Class M-2, Class M-3 and Class B Certificates for each Distribution Date will be a per annum rate equal to the lesser of (i) 4.750%, 6.000%, 6.000% and 6.250%, respectively, and (ii) the related Subordinate Certificates Net WAC for such Distribution Date. To the extent the Class Coupon of the Class M-1, Class M-2, Class M-3 or Class B Certificates is limited by the related Subordinate Certificates Net WAC, such Certificates will be entitled to Coupon Cap Shortfalls for such Class of Certificates.

(3) Reflects the initial Class Notional Amount. See *"Summary of Terms — Certificates — Excess Servicing Certificates"* and *"Summary of Terms — Certificates — Class Notional Amount"*.

(4) The Class XS Certificates are entitled to the Excess Servicing Amount, received on the Mortgage Loans. See "*Description of the Certificates — Glossary of Terms*". The Class XS Certificates will not be entitled to distributions of principal or interest and will not have a Class Principal Amount or Class Coupon.

(5) Class Notional Amount. The Class MI Certificate will not be entitled to distributions of principal or interest and will not have a Class Principal Amount. The Class MI Certificate is entitled only to 90% of Mortgage Insurance Proceeds, if any, received on the Mortgage Loans. The Class MI Certificate will have a Class Notional Amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans with a Mortgage Insurance Policy as of the first day of the related Collection Period.

Certificate Principal Amount . . . . The **"Certificate Principal Amount"** for any Certificate (other than the Interest Only Certificates, Excess Servicing Certificates, MACR Certificates, Mortgage Insurance Certificate and Residual Certificates) on any Distribution Date, is the maximum specified dollar amount of principal to which the holders of such Certificate are then entitled, with such amount, not less than zero, equal to (A) the initial principal amount set forth on the face of such Certificate, minus (B) without duplication, (i) the amount of all principal distributions made with respect to that Certificate, and (ii) any

Certificate Writedown Amount allocated to that Certificate; plus (C) any Certificate Writeup Amount allocated to that Certificate; with each of the amounts in (B) and (C) as made or allocated on or prior to such Distribution Date.

Class Principal Amount . . . . The **"Class Principal Amount"** for each Class of Certificates (other than the Interest Only Certificates, Mortgage Insurance Certificate, MACR Certificates, Excess Servicing Certificates and Residual Certificates) is an amount equal to the aggregate of the Certificate Principal Amounts of all Certificates of that Class as of any date of determination. The Class Principal Amount as of any Distribution Date for the outstanding Class of MACR Certificates will be equal to the aggregate outstanding Class Principal Amount as of such Distribution Date of the portions of the Classes of Exchangeable Certificates that were exchanged and relate to such Class of MACR Certificates.

Class Notional Amount . . . . The **"Class Notional Amount"** for the Class A-1IO Certificates and any Distribution Date is an amount equal to the sum of (i) the product of (x) the Class Principal Amount of the then outstanding Class A-1G Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.50% and the denominator of which is 4.00%; (ii) the product of (x) the Class Principal Amount of the then outstanding Class A-1E Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.25% and the denominator of which is 4.00%; (iii) the product of (x) the Class Principal Amount of the then outstanding Class A-1D Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.00% and the denominator of which is 4.00%; (iv) the product of (x) the Class Principal Amount of the then outstanding Class A-1C Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 0.75% and the denominator of which is 4.00%; and (v) the product of (x) the Class Principal Amount of the then outstanding Class A-1B Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 0.50% and the denominator of which is 4.00%. The Class Notional Amount for the Class A-2IO Certificates and any Distribution Date is an amount equal to the sum of (i) the product of (x) the Class Principal Amount of the then outstanding Class A-2G Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.50% and the denominator of which is 4.00%; (ii) the product of (x) the Class Principal Amount of the then outstanding Class A-2E Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.25% and the denominator of which is 4.00%; (iii) the product of (x) the Class Principal Amount of the then outstanding Class A-2D Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.00% and the denominator of which is 4.00%; (iv) the product of (x) the Class Principal Amount of the then outstanding Class A-2C Certificates immediately following the preceding

Distribution Date, if any, and (y) a fraction, the numerator of which is 0.75% and the denominator of which is 4.00%; and (v) the product of (x) the Class Principal Amount of the then outstanding Class A-2B Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 0.50% and the denominator of which is 4.00%. The Class Notional Amount for the Class A-IO Certificates and any Distribution Date is an amount equal to the aggregate outstanding Class Notional Amount of the Class A-1IO and Class A-2IO Certificates that were so exchanged for such Distribution Date. The Class Notional Amount for the Class XS Certificates and any Distribution Date is an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period. The Class Notional Amount for the Class MI Certificate and any Distribution Date, is an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans with a Mortgage Insurance Policy as of the first day of the related Collection Period. The Class Notional Amount for the Class MRR Certificates and the Class SUB Certificates and any Distribution Date is an amount equal to the aggregate outstanding Class Notional Amount of the Class XS Certificates that were so exchanged.

Distribution Date . . . . Distributions on the Certificates will be made by the Securities Administrator on the twenty-fifth (25th) day of each month (or, if such day is not a Business Day, then on the next succeeding Business Day) beginning in October 2020 (each, a **"Distribution Date"**).

With respect to the first Distribution Date, all references to the preceding Distribution Date will refer to the Cut-Off Date.

Closing Date . . . . On or about September 29, 2020 (the **"Closing Date"**).

Record Date . . . . For any Distribution Date and each Class of Certificates, other than the Class AF Certificates, the last business day of the calendar month immediately preceding such Distribution Date. For the Class AF Certificates and any Distribution Date, the business day immediately preceding such Distribution Date.

Cut-Off Date . . . . August 31, 2020 (the **"Cut-Off Date"**).

Stated Final Distribution Date . . . . . . The Distribution Date in September 2060 (the **"Stated Final Distribution Date"**). The actual final Distribution Date for any Class of Certificates, other than the Class AF Certificates, may be substantially different than the Stated Final Distribution Date. The actual final Distribution Date for the Class AF Certificates may be on or prior to the Stated Final Distribution Date.

If the remaining Class Principal Amount of the Class AF Certificates is greater than zero after the application of interest and principal in accordance with "*Description of the Certificates — Distribution of Available Funds*" and allocation of any Certificate Writedown Amounts and Certificate Writeup Amounts on the Stated Final Distribution Date, the Guarantor will be required to remit to the Securities Administrator, for the benefit of the Trust, an amount equal to the remaining Class Principal Amount of the Class AF Certificates,

and such amount (each a **"Guarantor Maturity Payment"**) will be distributed to the Class AF Certificates as principal.

Representations and Warranties . . . . With respect to each Mortgage Loan, the representations and warranties set forth in Appendix E.

Material Adverse Effect . . . . With respect to a Mortgage Loan, each of the following breaches of the Representations and Warranties will be deemed to have a Material Adverse Effect if such breach occurred during the Warranty Period and the breach is:

(a) A breach of the "Regulatory Compliance", "Mortgage Loan Instrument", "Rescission" or "High-Cost Loans" Representation and Warranty that:

(i) causes the Trust to be subject to assignee liability as owner of the Mortgage Loan; or

(ii) prevents the Trust from enforcing the Mortgage Loan through foreclosure.

(b) A breach of the "Non-routine Litigation" Representation and Warranty and the litigation at issue causes a Significant Actual Loss or results in substantial risk of a Significant Actual Loss to the Trust.

(c) A breach of the "No Encumbrances or Pledges" Representation and Warranty that resulted in Seller being unable to convey ownership of the Mortgage Loan on the Closing Date.

(d) A breach of the "Title, Lien Priority" or "Taxes Paid" Representation and Warranty that caused the mortgage to not be in first lien position as of the Closing Date and Seller had not provided title insurance insuring that the mortgage was in first lien position.

(e) A breach of the "Hazard Insurance" or "Flood Insurance" Representation and Warranty and (i) the physical condition of the mortgaged property was substantially different on the Closing Date from the information provided in the BPOs and servicing notes provided with the offering materials, and (ii) such difference resulted in a Significant Actual Loss.

(f) A breach of the "1-4 Family; U.S." Representation and Warranty that caused a Significant Actual Loss to the Trust.

(g) A breach of the "Data" Representation and Warranty that caused a Significant Actual Loss to the Trust or a material diminution in value of such Mortgage Loan.

(h) A breach of the "Damage/Condemnation" Representation and Warranty that caused a Significant Actual Loss to the Trust.

Material Breach . . . . With respect to any Mortgage Loan, a breach of a Representation and Warranty made by the Seller on the Closing Date that results in a Material Adverse Effect.

Mandatory Guarantor Repurchase Date . . . . The date of the Mandatory Guarantor Repurchase Obligation for the Class AF Certificates which is the Distribution Date in September 2030 (the **"Mandatory Guarantor Repurchase Date"**).

Retained Certificates . . . . 100% of each of the Class M-2, Class M-3, Class B and Class XS Certificates.

Initial Retained Certificateholder . . . . 510 Residential Loan Acquisition II LLC.

Retained Certificateholder(s) . . . . With respect to any date of determination, the third-party holder, unaffiliated with Freddie Mac, of 100% of the outstanding Retained Certificates which will initially be the Initial Retained Certificateholder.

Retained Certificates Sales Thresholds . . . . Beginning in October 2027, the Retained Certificateholder will have the right to sell some or all the Retained Certificates if the following conditions are met: (i) the Non-Current Mortgage Loan Percentage must be less than 50% of the current Credit Enhancement; and (ii) the Credit Enhancement must be equal to the Target Credit Enhancement for the current Distribution Date and the preceding eleven (11) Distribution Dates.

Subordinate Certificate Retention Requirements . . . . The Initial Retained Certificateholder will be required to retain 100% of the Retained Certificates until at least September 2023. Beginning in October 2023 and through September 2027 (i) the Initial Retained Certificateholder will have the right to sell all (but not less than all) of the Retained Certificates to a single subsequent purchaser, and (ii) any such subsequent purchaser will have the right to sell all (but not less than all) of the Retained Certificates to another single purchaser, and so on. If any Retained Certificateholder (including the Initial Retained Certificateholder) sells the Retained Certificates in violation of Section 5.11 of the Pooling and Servicing Agreement, it will forfeit all of its rights and obligations under the Pooling and Servicing Agreement other than its rights with respect to distributions on the Retained Certificates.

In connection with the initial sale of the Retained Certificates to the Initial Retained Certificateholder, and any sale of the Retained Certificates from October 2023 through September 2027, the transferee and the transferor of the Retained Certificates will be required to execute a Retained Certificates Transferee Letter and Agreement substantially in the form set forth in the Pooling and Servicing Agreement and deliver such letter to the Trustee and the Securities Administrator.

Beginning in October 2027, the Retained Certificateholder will have the right to sell some or all the Retained Certificates if the Retained Certificates Sales Thresholds are met.

In accordance with the Pooling and Servicing Agreement, the Retained Certificateholder may enter into repurchase transactions and other structured financing arrangements, in respect of the outstanding Retained Certificates, so long as such repurchase transactions and other structured financing arrangements include all of the outstanding

Retained Certificates in one transaction to one party. However, in the case of an event of default under the relevant financing arrangement documentation and in accordance with the Pooling and Servicing Agreement, the holder of the outstanding Retained Certificates will not be subject to certain retention requirements described above.

Notwithstanding any other provision herein, any structured financing arrangement other than a repurchase transaction will require the prior written consent of Freddie Mac and is subject to Freddie Mac's review of the transaction documents related to such structured financing arrangement.

Majority Representative . . . . The **"Retained Certificateholder"** will at all times be the **"Majority Representative"**, unless:

(i) the Retained Certificateholder sells more than 50% of the Class Principal Amount of any outstanding Class of Retained Certificates;

(ii) the Class Principal Amounts of the Retained Certificates are all reduced to zero; or

(iii) the Retained Certificateholder sells any of the Retained Certificates in violation of the Pooling and Servicing Agreement.

In each of these cases (i) through (iii), the Retained Certificateholder will no longer be the Majority Representative and there will be no successor Majority Representative appointed (i.e., there will be no Majority Representative).

Optional Redemption . . . . The Majority Representative, upon written notice to the Guarantor at least sixty (60) days prior to those Distribution Dates listed in clauses (a), (b) and (c) below, may redeem at its option (an **"Optional Redemption Right"**), after all distributions for such Distribution Date, the Class AF Certificates, the Class MI Certificate and the Subordinate Certificates in accordance with the following Distribution Dates (each such Distribution Date, a **"Redemption Distribution Date"**) and prices (each such price, a **"Redemption Price"**):

(a) on the Distribution Date in September 2024, the sum of (A) 104% of the Class Principal Amount of the Class AF Certificates plus any accrued and unpaid interest on the Class AF Certificates, (B) the Class MI Fair Market Value Price and (C) 100% of the aggregate Class Principal Amount of the Subordinate Certificates plus any accrued and unpaid Current Interest due for such Distribution Date on the Subordinate Certificates; or

(b) on the Distribution Date in September 2025, the sum of (A) 103% of the Class Principal Amount of the Class AF Certificates plus any accrued and unpaid interest on the Class AF Certificates, (B) the Class MI Fair Market Value Price and (C) 100% of the aggregate Class Principal Amount of the Subordinate Certificates plus any accrued and unpaid Current Interest due for such Distribution Date on the Subordinate Certificates; or

(c) on the Distribution Date in September 2027 and on the Distribution Date in September of each year after, the sum of (A) 100% of the Class Principal Amount of the Class AF Certificates plus any accrued and unpaid interest on the Class AF Certificates, (B) the Class MI Fair Market Value Price and (C) 100% of the aggregate Class Principal Amount of the Subordinate Certificates plus any accrued and unpaid Current Interest due for such Distribution Date on the Subordinate Certificates.

The Redemption Price to be paid to the Securities Administrator may be paid in the combined form of cash, in an amount sufficient to cover the amounts set forth above other than amounts payable to the Subordinate Certificates owned by the Majority Representative, and the surrender by the Majority Representative of the Subordinate Certificates that it owns. Any portion of the Redemption Price paid to the Securities Administrator in the form of cash will be distributed by the Securities Administrator as set forth above. No portion of the Redemption Price paid to the Securities Administrator in the form of cash will be distributed to any surrendered Subordinate Certificates.

In addition, in connection with exercising its Optional Redemption Right, the Majority Representative will be required to pay in addition to the applicable Redemption Price set forth above, any unreimbursed Servicing Advances (to the extent not already paid to the Servicer) and Pre-Existing Servicing Advances, unpaid fees and any expenses, indemnification amounts or other reimbursements owed to the parties to the Pooling and Servicing Agreement and the Custodian, without regard to the applicable Expenses Cap (including any unreimbursed Guarantor Interest Payments, Guarantor Principal Payments, Guarantor Maturity Payments and related interest) (collectively, the **"Optional Redemption Payment"**).

For the avoidance of doubt, all calculations related to the Redemption Price will be based on amounts on the Distribution Date (after taking into account distributions made on such Distribution Date in accordance with "*Description of the Certificates — Distribution of Available Funds*", any allocation of Certificate Writedown Amounts, Certificate Writeup Amounts and any allocation of Mortgage Insurance Proceeds) on which the Redemption Price is paid. If the Majority Representative chooses to exercise its Optional Redemption Right on or before the Distribution Date in September 2030, the Mandatory Guarantor Repurchase Obligation will not be effected.

Legal Status . . . . **The United States does not guarantee the Certificates or any interest or return of principal on the Certificates. The Certificates are not debts or obligations of the United States or any agency or instrumentality of the United States other than the guarantee obligations of Freddie Mac with respect to the Guaranteed Certificates.**

Form of Certificates . . . . The Guaranteed Certificates will be book-entry Certificates (the **"Book-Entry Certificates"**) and will be held through the book-entry system of DTC, and, as applicable, Euroclear and Clearstream. The

Guaranteed Certificates will be available in fully-registered form (the **"Definitive Certificates"**) only in the limited circumstances disclosed under *"Description of the Certificates — Form, Registration and Transfer of the Certificates"*.

Guarantee Expiration Date . . . . The Distribution Date on which the aggregate of the outstanding Class Principal Amounts of the Guaranteed Certificates has been reduced to zero and there are no unreimbursed Guarantor Principal Payments, Guarantor Interest Payments or Guarantor Maturity Payments or any related interest thereon outstanding.

Collection Period . . . . For any Distribution Date, the calendar month immediately preceding the month in which such Distribution Date occurs (the **"Collection Period"**).

Certificates Acquired or Retained by Freddie Mac . . . . Freddie Mac may (i) on the Closing Date, retain one or more Classes of Certificates or (ii) from time to time, purchase or otherwise acquire some or all of any Class(es) of Certificates at any price or prices, in the open market or otherwise.

Servicing Advances . . . . There will be no advancing of delinquent principal or interest on the Mortgage Loans by the Servicer or any other party to the transaction.

However, the Servicer will be required to pay all customary, reasonable and necessary "out-of-pocket" costs and expenses after the Cut-Off Date in performance of its servicing obligations, including, without limitation, advances in respect of liens, real estate taxes and assessments, insurance premiums, other corporate advances, and costs and expenses associated with preserving and maintaining the property in accordance with its obligations in the Pooling and Servicing Agreement (such advances, **"Servicing Advances"**).

The Servicer, provided it does not have (a) outstanding indemnification obligations to the Trust totaling in excess of $1 million or (b) any indemnification obligation that has been outstanding for more than three (3) months, will be entitled to withdraw or cause to be withdrawn from the Collection Account as provided in the Pooling and Servicing Agreement and prior to any payments to Certificateholders, amounts representing unreimbursed Servicing Advances or Capitalization Amounts with respect to such advances made after the Cut-Off Date with respect to a Mortgage Loan.

Pre-Existing Servicing Advances . . . . Pre-Existing Servicing Advances are unreimbursed borrower recoverable advances related to the Mortgage Loans as of the Cut-Off Date. Collections on the related Mortgage Loans constituting reimbursements for such advances or Capitalization Amounts with respect to such advances will be paid to Freddie Mac prior to collections on the Mortgage Loans being applied as Available Funds. The aggregate amount of Pre-Existing Servicing Advances is approximately $6,147,700 as of the Cut-Off Date.

Initial Principal Forbearance Amount . . . . With respect to any Mortgage Loan, any portion of the Unpaid Principal Balance that is deferred as a result of forbearance of such

Mortgage Loan as of the Cut-Off Date. The aggregate Initial Principal Forbearance Amount of all the Mortgage Loans is equal to approximately $105,395,817 or 6.99% of the aggregate Unpaid Principal Balance of all the Mortgage Loans, as of the Cut-Off Date.

Deferred Unpaid Principal Balances . . . . **"Deferred Unpaid Principal Balances"** are created in connection with certain modifications or other Foreclosure Alternatives that reduce the Interest Bearing Unpaid Principal Balance or defer principal and interest payments of certain Mortgage Loans and are a part of the Unpaid Principal Balance of such Mortgage Loans. The Deferred Unpaid Principal Balances may include the Initial Principal Forbearance Amounts, any portion of Unpaid Principal Balance that is deferred as a result of a Modification of such Mortgage Loan or due to deferral of principal and interest payments after the Cut-Off Date, or an aggregate of both amounts for Mortgage Loans. Such balance does not bear interest, typically does not amortize and is due and payable at the earliest of (i) the maturity date (or the modified maturity date, if modified), (ii) the transfer of ownership of the Mortgaged Property, or (iii) the payoff of the Interest Bearing Unpaid Principal Balance or the refinance of the Mortgage Loan.

Post-Closing Principal Forbearance Amount . . . . With respect to any Mortgage Loan and any Distribution Date, an amount equal to the greater of (i) zero and (ii) the Deferred Unpaid Principal Balance of such Mortgage Loan as of the end of the related Collection Period minus the Initial Principal Forbearance Amount of such Mortgage Loan.

Certain Relationships and Affiliations

Freddie Mac is the Sponsor, Seller, Guarantor and Trustee in this transaction.

Wells Fargo Securities, one of the Underwriters, and Wells Fargo Bank, N.A., the Custodian, are affiliates. Credit Suisse, one of the Underwriters, and SPS, the Servicer, are affiliates.

In connection with its agreement to acquire the Retained Certificates, 510 Residential Loan Acquisition II LLC, as the Initial Retained Certificateholder, will appoint an affiliate, 510 Loan Administrator LLC, to act as Collateral Administrator on the Closing Date.

Interest

The Guaranteed Certificates bear interest at the applicable per annum interest rates (each, a **"Class Coupon"**) shown on the front cover or Schedule I of this Offering Circular.

The **"Accrual Period"** for each Class of Certificates, other than the Class AF Certificates, and any Distribution Date, is the calendar month immediately preceding the month in which such Distribution Date occurs. For the Class AF Certificates, and any Distribution Date, is the period beginning on the 25th day of the month immediately preceding the month in which such Distribution Date occurs and ending on the 24th day of the month of such Distribution Date.

The amount of interest that will accrue on any Class of interest-bearing Certificates on any Distribution Date, is equal to:

(a) the product of (i) 30, (ii) the applicable Class Coupon and (iii) the Class Principal Amount (or Class Notional Amount in the case of the Interest Only Certificates) of such Class of Certificates immediately prior to

such Distribution Date (or the initial Class Principal Amount (or the initial Class Notional Amount in the case of the Interest Only Certificates) thereof as of the Closing Date, in the case of the first Distribution Date),

divided by (b) 360.

Interest on the Certificates will be distributable monthly on each Distribution Date from all Available Funds, commencing in October 2020.

See "*Description of the Certificates — Interest*".

Interest Remittance Amount

With respect to any Distribution Date, without duplication, an amount, not less than zero, equal to: (i) the sum of (a) all payments of interest collected in respect of monthly payments on the Mortgage Loans and on account of Mortgage Loan prepayments during the related Collection Period, (b) the portion allocable to interest of the Loan Sale Proceeds or proceeds resulting from the sale of one or more Seriously Delinquent Mortgage Loans, during the related Collection Period and (c) the Repurchase Price of each Mortgage Loan that was repurchased due to a Material Breach or any Collateral Deficiency Indemnification Amounts, Existing Lien Indemnification Amounts or Loss Indemnification Amounts received during the related Collection Period due to a Material Breach, an Existing Lien Loss or a Collateral Deficiency Loss minus, without duplication: (ii) the sum of (a) the amounts retained by the Servicer to reimburse itself for Servicing Advances (if any), (b) any Expenses or indemnification amounts of the Custodian, the Securities Administrator, the Guarantor, the Seller, the Trustee, the Collateral Administrator or the Servicer (subject to the Expenses Cap so long as no Optional Redemption or Clean-up Call has occurred), and (c) the amount of any Servicing Fee, Guarantor Oversight Fee, Custodian Fee, Collateral Administrator Fee or Securities Administrator Fee.

Principal

On each Distribution Date, the Trust will distribute principal to the applicable Classes of Certificates from all Available Funds.

See "*Description of the Certificates — Distribution of Available Funds*".

Principal Remittance Amount

With respect to any Distribution Date, without duplication, an amount, not less than zero, equal to (i) the sum of (a) principal collected in respect of monthly payments on the Mortgage Loans and on account of Mortgage Loan prepayments during the related Collection Period, (b) the portion allocable to principal of the Loan Sale Proceeds or proceeds resulting from the sale of one or more Seriously Delinquent Mortgage Loans during the related Collection Period, and (c) all Net Liquidation Proceeds, Subsequent Recoveries and any other recoveries collected and principal remittances made during the related Collection Period with respect to the Mortgage Loans minus (ii) any IRA Shortfall Amount for such Distribution Date.

Reductions in Class Principal Amount and Class Notional Amount of the Classes of Certificates

On each Distribution Date until the Class Principal Amount of a Class of Certificates is reduced to zero, the Class Principal Amount of such Class of Certificates will be reduced, without duplication, by the amount of all principal distributions made with respect to that Class of Certificates and any Certificate Writedown Amounts allocated to that Class of Certificates. As a result of any such reduction, the Class Notional Amount of a Class of Interest Only Certificates will be decreased by any amounts allocated in reduction of the related Class or Classes used to calculate the respective Class Notional Amount (or in the case of the Class XS Certificates, any amounts applied to reduce the Unpaid Principal Balance of the Mortgage Loans). See *"— Reductions in Class Principal Amounts Due to Allocation of Certificate Writedown Amounts"*.

To the extent the Guaranteed Certificates are allocated Certificate Writedown Amounts, the Guarantor is required to make such payment (each, a **"Guarantor Principal Payment"**) to the Trust.

Principal Distribution on the Stated Final Distribution Date

On the Stated Final Distribution Date, the Trust will be required to pay 100% of the outstanding Class Principal Amount as of such date for each Class of Guaranteed Certificates, through the allocation of the Available Funds, and any Guarantor Principal Payment and/or Guarantor Maturity Payment, as applicable.

Principal Distribution on the Mandatory Guarantor Repurchase Date

If the Majority Representative chooses not to exercise its Optional Redemption Right on or before the Mandatory Guarantor Repurchase Date, the Guarantor will be required to perform its Mandatory Guarantor Repurchase Obligation to purchase the Class AF Certificates at the Mandatory Guarantor Repurchase Price. The amount paid by the Guarantor will be used to pay down the remaining Class Principal Amounts of, and any unpaid interest on, the Class A-1 and Class A-2 Certificates.

Expenses Cap

The aggregate annual cap on Expenses applicable to the Securities Administrator, the Custodian, the Servicer, the Collateral Administrator, the Seller, the Trustee, the Issuer and the Guarantor, will be equal to an aggregate maximum reimbursement of $375,000 in any calendar year; provided that, in no event, in any calendar year, will the aggregate amount of such Expenses reimbursed to (i) the Securities Administrator exceed $50,000, (ii) the Servicer exceed $75,000, (iii) the Custodian exceed $50,000, (iv) the Collateral Administrator exceed $50,000 and (v) Freddie Mac, in its capacities as the Seller, Issuer, Trustee and Guarantor exceed $150,000; provided, however, that Expenses incurred by the Securities Administrator or the Custodian related to or resulting from a Servicer Event of Default will not be subject to any of their respective cap amounts listed above; and provided further, that neither the Servicer nor any affiliate of the Servicer may be reimbursed for any Expense related to or arising from a Servicer Event of Default. As of any date of determination, any Expenses due and owing that are in excess of the aggregate Expenses Cap (**"Excess Expenses"**), that remain unreimbursed after application of the applicable Expenses Cap in any calendar year, will be reimbursable, subject to the applicable Expenses Cap, to the applicable party in subsequent years. Any Excess Expenses will be reimbursable to the Servicer, the Securities Administrator, the Custodian, the Collateral Administrator, the Seller, the Issuer, the Trustee and the Guarantor to the extent of funds available on each Distribution Date.

Fees and Expenses

Before the Servicer remits amounts owed to the Trust with respect to the Mortgage Loans, the Servicer will be entitled to retain from interest collections on the related Mortgage Loans a monthly amount, calculated as provided in the Pooling and Servicing Agreement equal to one-twelfth of the product of (i) the Servicing Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period (the **"Servicing Fee"**). For each Distribution Date, the **"Servicing Fee Rate"** will be a per annum rate equal to the product of (a) 0.1700% and (b) a fraction, the numerator of which is the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans (as of the first day of the related Collection Period), and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans (as of the first day of the related Collection Period). The Guarantor, Trustee and Securities Administrator must be promptly notified by the Collateral Administrator about any changes to servicing practices or administration of the Mortgage Loans that may result in a change to the amounts payable to the Servicer. For the avoidance of doubt, the Servicing Fee Rate for any successor servicer could change as described herein. For a description of the successor servicer's Servicing Fee see *"The Pooling and Servicing Agreement — Successor Servicer"*.

On each Distribution Date, the Securities Administrator will be paid an amount (the **"Securities Administrator Fee"**) equal to the greater of (i) 0.0085% divided by 12 and multiplied by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period and (ii) $3,500. For each Distribution Date, the **"Securities Administrator Fee Rate"** will be a per annum rate equal to the Securities Administrator Fee for such Distribution Date multiplied by 12 and divided by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

On each Distribution Date until and including the Guarantee Expiration Date, the Guarantor will be paid an amount (the **"Guarantor Oversight Fee"**) equal to one-twelfth of the product of (i) the Guarantor Oversight Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period. On each Distribution Date until and including the Guarantee Expiration Date, if there is a Majority Representative, the **"Guarantor Oversight Fee Rate"** will be a per annum rate equal to 0.0500%. On each Distribution Date, if there is not a Majority Representative, the Guarantor Oversight Fee Rate will be a per annum rate equal to (i) 0.0500% plus (ii) the lesser of (a) 0.3750% minus the Servicing Fee Rate for such Distribution Date and (b) 0.0750% minus (iii) the Collateral Administrator Fee Rate for such Distribution Date. For each Distribution Date after the Guarantee Expiration Date, 0.0000%.

On each Distribution Date, the Custodian will be paid an amount (the **"Custodian Fee"**) equal to one-twelfth of the product of (i) the Custodian Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period. The **"Custodian Fee Rate"** will be a per annum rate, equal to the product of (a) 0.0065% and (b) a fraction, the numerator of which is the aggregate Interest Bearing Unpaid Principal Balance (as of the first day of the related Collection Period), and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

The **"Collateral Administrator Expiration Date"** will be the earlier of (a) the Distribution Date on which the aggregate Class Principal Amount of the Subordinate Certificates has been reduced to zero and (b) the date on which the Collateral Administrator resigns or is terminated and no successor Collateral Administrator is appointed.

On each Distribution Date (for which there has been a Collateral Administrator during the related Collection Period) on or prior to the Collateral Administrator Expiration Date, the Collateral Administrator will be paid an amount (the **"Collateral Administrator Fee"**) equal to the product of (i) one-twelfth of the Collateral Administrator Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

The **"Collateral Administrator Fee Rate"** will be a per annum rate initially equal to 0.0000%. The Collateral Administrator Fee Rate for each Distribution Date will be capped at the lesser of (i) 0.3750% minus the Servicing Fee Rate for such Distribution Date and (ii) 0.0750%.

With respect to each Distribution Date, the **"Excess Servicing Fee Rate"** will be a per annum rate equal to (i) (a) on or before the Guarantee Expiration Date, 0.4250% or (b) after the Guarantee Expiration Date, 0.3750% minus (ii) the aggregate of the Servicing Fee Rate, the Guarantor Oversight Fee Rate and the Collateral Administrator Fee Rate, provided that in no event will the Excess Servicing Fee Rate be less than zero. On each Distribution Date, the **"Excess Servicing Amount"** will be an amount equal to one-twelfth of the product of (i) the Excess Servicing Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

The Mortgage Loans

The assets of the Trust will consist of seasoned, re-performing and non-performing Mortgage Loans with an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately $1,508,379,385. Each of the Mortgage Loans has a Mortgage Interest Rate less than or equal to approximately 13.85%. As of the Cut-Off Date, approximately 15.14% of the Mortgage Loans are step-rate Mortgage Loans that have Mortgage Interest Rates that may still increase in the future, and approximately 2.71% of the Mortgage Loans are adjustable rate Mortgage Loans that have Mortgage Interest Rates that reset periodically. As of the Cut-Off Date, approximately 44.46% of the Mortgage Loans have principal amounts deferred as part of the modification terms. A due diligence review was performed on all of the Mortgage Loans as described under "*Description of the Mortgage Loans — Due Diligence Review*".

Each of the Mortgage Loans:

(a) is a fully amortizing, adjustable-, fixed- or step-rate, one- to four-unit, first lien Mortgage Loan, most of which were modified and some of which have maturity terms up to forty (40) years;

(b) was originated between April 1986 and July 2018;

(c) has a current mortgage rate between 2.000% and 13.850%; and

(d) as of the Cut-Off Date, has not been reported to be one hundred and twenty (120) days or more delinquent.

As of the Cut-Off Date, approximately 0.14% of the Mortgage Loans were originated utilizing notes and mortgages in an electronic or digital format ((**"e-notes"**) and (**"e-mortgages"**), respectively). As of the Cut-Off Date, approximately 15.42% of the Mortgage Loans are on Temporary Forbearance Plans. Certain of the related mortgagors have requested assistance due to COVID-19 as described in *"Risk Factors — Risks Related to the Mortgage Loans — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates,"* and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

We expect the Mortgage Loans to have the approximate characteristics set forth below as of the Cut-Off Date. Whenever reference is made in this Offering Circular to the characteristics of the Mortgage Loans or to a percentage or weighted average of the Mortgage Loans, unless otherwise noted, that reference is based on the aggregate Unpaid Principal Balance as of the Cut-Off Date.

The figures below are approximate and may not correspond exactly to the related figures in Appendix A due to rounding differences.

Selected Mortgage Loan Data

	Range or Total as of the Cut-Off Date	Average or Weighted Average as of the Cut-Off Date
Number of Mortgage Loans	10,185	—
Aggregate Unpaid Principal Balance	$1,508,379,384.75	$148,098.12
Aggregate Initial Principal Forbearance Amount	$105,395,817.13	$10,348.14
Aggregate Pre-Existing Servicing Advances	$6,147,699.65	$603.60
Aggregate Interest Bearing Unpaid Principal Balance	$1,402,983,567.62	$137,749.98
Original Mortgage Rate(1)	2.750% to 13.850%	6.178%(2)
Current Mortgage Rate	2.000% to 13.850%	4.688%(2)
Effective Mortgage Rate(3)	0.119% to 13.850%	4.361%
Loan Age from Origination (months)(1)	25 to 409	160
Remaining Term to Maturity (months)	8 to 480	367
Original Loan-to-Value Ratio(1)	8% to 346%	80.49%
AVM(4) Current Loan-to-Value Ratio	1% to 314%	64.61%
Non-zero Original Credit Score(1)	300 to 826	667
Non-zero Current Credit Score	428 to 835	607

(1) Information with regard to original mortgages rates, origination date, original loan-to-value ratios and original credit scores for the Mortgage Loans was provided to Freddie Mac by the related underlying seller and/or prior servicers. Freddie Mac has not independently verified such information.
(2) Weighted by Interest Bearing Unpaid Principal Balance.
(3) The effective mortgage rate equates to the product of (a) the current Mortgage Interest Rate payable by the related mortgagor, and (b) a fraction, the numerator of which is the Interest Bearing Unpaid Principal Balance, and the denominator of which is the Unpaid Principal Balance.
(4) **"AVM"** means Automated Valuation Model.

	Percentage of Unpaid Principal Balance as of the Cut-Off Date
Mortgage Loans with 1-5 Months Clean Pay History	39.94%
Mortgage Loans with 6-11 Months Clean Pay History	20.86%
Mortgage Loans with 12+ Months Clean Pay History	1.90%
Mortgage Loans that are Current	62.71%
Mortgage Loans that are 30 - 59 Days Delinquent	22.41%
Mortgage Loans that are 60 - 89 Days Delinquent	11.26%
Mortgage Loans that are 90+ Days Delinquent(1)	3.62%
Mortgage Loans with an Initial Principal Forbearance Amount	44.46%
Aggregate Initial Principal Forbearance Amount	6.99%
Mortgage Loans in Bankruptcy Status	2.32%
Mortgage Loans with Mortgage Insurance	15.68%
Mortgage Loans with Step-Rate	15.14%
Mortgage Loans that have been Modified	88.80%

(1) All Mortgage Loans that are 90+ days delinquent as of the Cut-Off Date are on a Temporary Forbearance Plan.

Top Five Geographic Concentration of Mortgaged Properties

	Percentage of Unpaid Principal Balance as of the Cut-Off Date
California	12.91%
Florida	12.21%
New York	6.86%
Georgia	6.24%
New Jersey	5.24%
Maximum Three-Digit Zip Code Concentration	2.23%

The characteristics of the Mortgage Loans in the Trust will change from time to time to reflect subsequent payments, subsequent modifications, prepayments and Realized Losses with respect to the Mortgage Loans. In addition, the characteristics of the Mortgage Loans may change because after the issuance of the Certificates, Mortgage Loans will be removed from the Trust when (i) a Mortgage Loan is liquidated; (ii) a Mortgage Loan is paid in full; (iii) a Mortgage Loan is repurchased after a determination that a Material Breach has occurred with respect to such Mortgage Loan; or (iv) a Mortgage Loan is secured by a mortgaged property which is seized pursuant to any special eminent domain proceeding brought by any federal, state or local government instrumentality with the intent to provide relief to financially-distressed mortgagors with negative equity in the underlying mortgaged property. Mortgage Loans will not be removed from the Trust solely due to a modification completed in accordance with the Servicing Requirements.

See *"Description of the Certificates"* for a description of how removals of Mortgage Loans impact the Certificates.

As these changes occur, they may materially alter the characteristics of the Mortgage Loans shown above and the weighted average lives and yields to maturity of the Certificates.

Mortgage Loan Representations and Warranties

The Seller will make certain limited Representations and Warranties concerning the Mortgage Loans to the Trust. Other than the REMIC-related Representation and Warranty, the Representations and Warranties are made to the best of the Seller's knowledge. If it is discovered that the substance of any such Representation or Warranty is inaccurate and such inaccuracy is determined to constitute a Material Breach as described herein, then notwithstanding the Seller's lack of knowledge with respect to the substance of such Representation or Warranty at the time such Representation or Warranty was made, such inaccuracy will be deemed to be a Material Breach. The Seller's Representations and Warranties expire at the end of the Warranty Period, except for the REMIC-related Representation and Warranty, which will not expire. Following receipt of a complete Notice of Breach or Indemnification by the Seller from the Collateral Administrator with respect to a Mortgage Loan, the Seller will review such Mortgage Loan to determine whether a Material Breach exists.

When the Seller, in its sole and reasonable discretion, determines that a Material Breach exists, the Seller will have the right to (A) cure the Material Breach, or (B) either (x) repurchase such Mortgage Loan or (y) pay to the Trust the Loss Indemnification Amount.

Mortgage Loan Servicing

Select Portfolio Servicing, Inc. is the Servicer under the Pooling and Servicing Agreement and controls the servicing of the Mortgage Loans and any REO properties in the Trust. As of the Closing Date, all of the Mortgage Loans will be serviced by the Servicer in accordance with the Servicing Requirements. The Servicer is not required to advance delinquent principal and interest on the Mortgage Loans. The Servicer is required to make or cause to be made certain Servicing Advances to third parties pursuant to the terms of the Pooling and Servicing Agreement. Further, as described in this Offering Circular, subsequent servicers may be appointed. See *"Risk Factors — Servicing Transfers May Cause the Certificates to Suffer Delays or Shortfalls in Payments."*

Prepayment and Yield Considerations

The yield to maturity on the Guaranteed Certificates will be sensitive to the rate and timing of principal payments (which will be affected by prepayments, modifications and Realized Losses on the applicable Mortgage Loans). As a result, the yield on the Guaranteed Certificates may fluctuate significantly:

- In general, if investors purchased the Guaranteed Certificates at a premium (or purchased any Interest Only Certificates) and principal payments occur at a rate faster than such investors assumed, such investors' actual yield to maturity will be lower than anticipated and such investors may not even recover their investment in the Guaranteed Certificates (this is especially true for the Interest Only Certificates).
- Conversely, if investors purchased the Guaranteed Certificates at a discount (excluding any Interest Only Certificates), and principal payments occur at a rate slower than such investors assumed, such investors' actual yield to maturity will be lower than anticipated.

The Guarantor is required to remit to the Securities Administrator, for the benefit of the Trust, (i) the Guarantor Interest Payments, (ii) the Guarantor Principal Payments and (iii) the Guarantor Maturity Payments for distribution to the Guaranteed Certificates.

Because the Mortgage Loans may be prepaid at any time, it is not possible to predict the rate at which investors will receive distributions of principal.

See *"Prepayment and Yield Considerations"*.

United States Federal Tax Consequences

We will elect to treat each REMIC Pool as a REMIC under the Internal Revenue Code of 1986, as amended (the **"Code"**). The Certificates (other than the Class MI Certificate and the Class R Certificates) will represent ownership of the "regular interests" in a REMIC Pool and, in the case of the Guaranteed Certificates, certain other rights and in the case of the Subordinate Certificates, certain other rights and certain other obligations. The Class R Certificates constitute the "residual interest" in each of the REMIC Pools. In general, regular interests in a REMIC are taxed as debt instruments for U.S. federal income tax purposes under the Code.

If any portion of the Class Coupon received with respect to a Class of Guaranteed Certificates consists of a Senior Additional Portion, such amount will be treated as having been received in respect of a notional principal contract from amounts otherwise distributable to the holders of one or more Subordinate Certificates. Each holder of a Guaranteed Certificate that may be entitled to receive such Senior Additional Portion in respect of a notional principal contract must allocate basis between the REMIC regular interest corresponding to such Certificate and the right to receive payments under the related notional principal contract or contracts based on relative fair market values.

The Class AF Certificate REMIC Pool regular interests corresponding to the Class A-1 and Class A-2 Certificates may be treated as issued with original issue discount (**"OID"**) or premium for U.S. federal income tax purposes depending on, among other things, the portion of the purchase price allocable to the right to receive such Senior Additional Portion. Holders of Certificates should consult their tax advisors regarding the U.S. federal income tax consequences of purchasing, owning and disposing of Certificates.

The Class MI Certificate represents ownership of Mortgage Insurance Proceeds, if any, and does not represent ownership of an interest in a REMIC.

The MACR Certificates represent interests in the Exchangeable Certificates for U.S. federal income tax purposes. The MACR Pool will be classified as a grantor trust for U.S. federal income tax purposes. See *"Certain Federal Income Tax Consequences"* for additional information.

Legal Investment

To the extent that the investment activities of investors are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, such investors may be subject to restrictions on investment in the Guaranteed Certificates. Prospective investors should consult their legal, tax and accounting advisers for assistance in determining the suitability of and consequences to them of the purchase, ownership and sale of the Guaranteed Certificates. See *"Legal Investment"* for additional information.

ERISA Considerations

Fiduciaries or other persons acting on behalf of or using the assets of (i) any employee benefit plan or arrangement, including an individual retirement account (an **"IRA"**), subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (**"ERISA"**), Section 4975 of the Code, or any foreign, United States federal, state or local law which is to a material extent similar to ERISA or Section 4975 of the Code (**"Similar Law"**) or (ii) an entity which is deemed to hold the assets of such plan (each, a **"Plan"**), should carefully review with their legal advisors whether the purchase or holding of a Guaranteed Certificate could give rise to a transaction prohibited or not otherwise permissible under Title I of ERISA, the Code or Similar Law.

Subject to the considerations and conditions described under *"Certain ERISA Considerations"*, it is expected that the Guaranteed Certificates may be acquired by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See *"Certain ERISA Considerations"*.

Investment Company Act

The Trust has not been registered and will not be registered with the Securities and Exchange Commission (the **"SEC"**) as an investment company pursuant to the Investment Company Act, in reliance on the exception provided in Section 3(c)(5)(C) of the Investment Company Act, although other exceptions may be applicable. The Trust has been structured with the intent that it not constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Wall Street Reform and Consumer Protection Act. See *"Risk Factors — Governance and Regulation — Risks Associated with the Investment Company Act"*.

RISK FACTORS

General

Prospective investors should carefully consider the risk factors discussed below in conjunction with and in addition to the other information contained in this Offering Circular before making an investment in the Guaranteed Certificates. Although Freddie Mac guarantees timely payment of interest and payment of principal as described herein, including payment in full by the Stated Final Distribution Date of the Guaranteed Certificates, the Guaranteed Certificates may suffer losses despite the Guarantee since Guarantor Principal Payments will have the same effect as prepayments on the related Class or Classes of Guaranteed Certificates (as applicable) and accordingly may impact the yield on any Class of Guaranteed Certificates. Further, while any Certificate Writedown Amounts allocated to the Guaranteed Certificates will be covered by the Guarantee, if a Guarantor Nonpayment Event exists, the Guaranteed Certificates could also suffer losses due to the risks described below. In particular, prospective investors in the Guaranteed Certificates should be aware that:

- The risks and uncertainties described below are not the only ones relating to the Guaranteed Certificates. Additional risks and uncertainties not presently known or that are currently deemed immaterial also may impair an investment in the Guaranteed Certificates. If any of the following risks actually occur, an investment in the Guaranteed Certificates could be materially and adversely affected.

- The risks and uncertainties of the MACR Certificates reflect the risks and uncertainties of the Exchangeable Certificates that may be exchanged for such MACR Certificates. Accordingly, investors in the MACR Certificates should consider the risks described herein of the Exchangeable Certificates as if they were investing directly in such Exchangeable Certificates.

- This Offering Circular contains forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks described below and elsewhere in this Offering Circular.

- The yield on the Guaranteed Certificates could be lower than expected if such Guaranteed Certificates are purchased at a premium over their principal amount and principal payments on the Mortgage Loans occur faster than expected. This is especially true for the Interest Only Certificates. If investors purchase the Interest Only Certificates or any other Certificates at a significant premium and principal prepayments are faster than expected, investors may not even recover their investment.

- The yield on the Guaranteed Certificates could be lower than expected if such Guaranteed Certificates are purchased at a discount to their principal amount and principal payments on the Mortgage Loans occur slower than expected.

- Each prospective investor is responsible for determining whether the Guaranteed Certificates constitute a legal investment for such prospective investor.

- If a prospective investor's investment activities are subject to legal investment laws and regulations, regulatory capital requirements, or review by regulatory authorities, then such prospective investor may be subject to restrictions on investment in the Guaranteed Certificates.

- Prospective investors should not purchase any Guaranteed Certificates unless they understand, and are able to bear, the prepayment, credit, liquidity, market and other risks associated with the Guaranteed Certificates.

Risks Relating to the Mortgage Loans

Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates

The financial markets have been significantly and adversely affected and are experiencing substantial volatility in reaction to concerns regarding the COVID-19 pandemic. The pandemic has already led to severe market disruptions globally and is likely to have significant near- and long-term effects on the real estate and securitization markets, including the mortgage-backed securities market, as well as global financial markets and the economy generally. The United States economy has entered into a recession as a result of the ongoing pandemic. The duration and severity of this recession and the impact it will have on the world, the United States and national and local economies remain unknown. Any difficult economic environment, economic downturn or recession, as a result of the COVID-19 pandemic or other factors (which may or may not affect real property values) may adversely affect the mortgagors' timely payment of scheduled payments of principal and interest on the Mortgage Loans. The rate and number of mortgage payment delinquencies could increase significantly as a result. Most states and some local jurisdictions have also enacted measures requiring closure of numerous businesses, curtailing consumer activity, and other economically restrictive efforts to compact COVID-19. There can be no assurance that the containment measures or other measures implemented from time to time will be successful in limiting the spread of the virus and what effect those measures will have on the economy generally or on any particular Mortgage Loan. Additionally, the time periods to resolve defaulted Mortgage Loans may be long, and those periods may be further extended because of mortgagor bankruptcies, related litigation and any federal and state legislative, regulatory and/or administrative actions or investigations.

The Federal Reserve has taken emergency action to further cut its benchmark rate down to a range of between 0% and 0.25%, to inject additional funds into the short-term lending markets and to implement quantitative easing and other measures to support financial institutions, other businesses and the credit markets. In addition, in March and April 2020, the Federal Reserve in conjunction with the United States Treasury announced an extensive series of measures to provide liquidity and support to the economy, including but not limited to: open market purchases of certain securities; establishment of the Primary Dealer Credit Facility; establishment of the Primary Market Corporate Credit Facility for new bond and loan issuance, the Secondary Market Corporate Credit Facility to provide liquidity for outstanding corporate bonds, and the Term Asset-Backed Securities Loan Facility to support the flow of credit to consumers and businesses via asset-backed securities; facilitating credit to municipalities by expanding the Money Market Mutual Fund Liquidity Facility and the Commercial Paper Funding Facility; supporting the Paycheck Protection Program (**"PPP"**) by supplying liquidity to participating financial institutions through term financing backed by PPP loans; and encouraging credit flows to small and mid-sized businesses with the purchase of up to $600 billion in loans through the Main Street Lending Program. Central banks in Europe, the United Kingdom and other countries are implementing similar and other measures to support financial markets. Although it cannot be predicted, additional action by the Federal Reserve as well as other federal and state agencies is possible in the near future.

Furthermore, as a result of the measures discussed above, many organizations (including banks, trustees, servicers, courts and federal and state agencies) have either closed or implemented policies requiring their employees to work at home. Such remote working policies are dependent upon a number of factors to be successful, including communications, internet connectivity and the proper functioning of information technology systems, all of which can vary from organization to organization. As a result, such closures and remote working policies may lead to delays in otherwise routine functions that are not foreseeable at this time, including routine support functions on securitization transactions. In addition, to the extent that federal, state and local administrative offices and courts are closed, any foreclosures, recordings of assignments and similar activities may not be processed until such offices and courts reopen, and may be further delayed as such offices and courts address any backlogs of such actions that accumulated during the period they were closed. Furthermore, to the extent the related jurisdiction has implemented a moratorium on foreclosures (as discussed below), any processing of foreclosure actions would not commence until such moratorium has ended. As a result, there can be no assurance that such otherwise routine functions, including foreclosures, will be performed or processed on a regular or predictable timeframe. The disruption in day-to-day business activities may also have an impact on the ability of parties to this transaction to perform their responsibilities. If any transaction party is unable to adequately perform its obligations due to a remote working environment, this may adversely impact the performance of the Mortgage Loans and the Certificates.

As a result of the COVID-19 pandemic, millions of people working in retail, restaurants, travel, hotels and leisure industries have lost their jobs and the losses are continuing to spread into other industries. Beginning at the end of March 2020, an unprecedented increase in first-time filings for unemployment claims occurred, and it is likely that the unemployment rate will remain at high levels for the forseeable future. Although government programs have been, and may in the future be, enacted, it is not possible to predict at this time the effectiveness of any such programs. A mortgagor experiencing unemployment, or reduced employment, may be unable to (x) make their monthly payments of principal and interest on their mortgage loans, (y) refinance their mortgage loans, or (z) sell their mortgaged properties for an amount sufficient to pay off the principal balance of their mortgage loans. Mortgagors may also prioritize payment obligations other than their mortgage loans if they experience, or anticipate experiencing, a loss in wages or employment. The disruption and volatility in the credit markets and the reduction of economic activity in severely affected sectors may continue for an extended period or indefinitely, and have resulted in a recession and may lead to a depression in the United States and/or globally. National unemployment rates may remain at high levels for the forseeable future which may result in an increase in delinquencies and defaults with respect to the Mortgage Loans and adversely impact the performance of the Certificates.

If the U.S. economy is weak, a high level of payment defaults on the Mortgage Loans could occur. Payment defaults on the Mortgage Loans could result in accelerated prepayments of the Guaranteed Certificates and increased losses on the Subordinate Certificates. Also, the rate of Temporary Forbearance Plans and Modifications of the Mortgage Loans could significantly increase and remain elevated. In response to the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief and Economic Security Act (the **"CARES Act"**), which was signed into law on March 27, 2020, and which was one of the multiple stimulus economic packages passed as of the date of this Offering Circular. Among the relief provided in the CARES Act, any mortgagor experiencing direct or indirect financial hardship relating to the COVID-19 pandemic is able to request up to 12 months of temporary forbearance, regardless of delinquency status. During this period of temporary forbearance, no fees or interest will be applied to the mortgagor. As of the Cut-Off Date, approximately 15.42% of the Mortgage Loans are on Temporary Forbearance Plans. Certain of the related mortgagors have requested the assistance described above due to COVID-19, and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

In addition, on August 8, 2020, President Trump issued an executive order that, among other things, directed the Secretary of Health and Human Services, the Director of the Centers for Disease Control and Prevention (the **"CDC"**), the Secretary of the Treasury, the Secretary of HUD and the Director of FHFA, as applicable, to (i) consider whether a temporary eviction moratorium is reasonably necessary to prevent further spread of COVID-19, (ii) identify any federal funds available for temporary financial assistance to renters and homeowners experiencing financial hardships because of COVID-19, (iii) encourage and provide assistance to housing authorities, borrowers and grant recipients to prevent evictions and foreclosures and (iv) review existing authorities and resources to prevent evictions and foreclosures. It is unclear what new governmental actions, if any, may arise from this executive order. In response, on September 1, 2020, the CDC issued an order effective September 4, 2020 through December 31, 2020 temporarily halting residential evictions to prevent the further spread of COVID-19. During the effective period of the order, the CDC order prohibits landlords, owners of residential properties, and others with the right to pursue eviction or possessory action from evicting any of the following persons (each, a **"CDC Covered Person"**) from residential properties in the United States: (i) renters who do not expect to earn more than $99,000 (in the case of individuals) or $198,000 (in the case of joint filers) in 2020, (ii) individuals who were not required to report any income in 2019 to the IRS and (iii) individuals who received an "economic impact payment" (commonly known as a "stimulus check") pursuant to the CARES Act. CDC Covered Persons wishing to avail themselves of the protections provided by the CDC order are required to certify to their landlord under penalty of perjury that, among other things, despite best efforts to obtain all available government assistance for rent or housing, they are unable to pay full rent due to a substantial loss of household income, loss of compensable hours of work or wages, layoffs or extraordinary out-of-pocket medical expenses. A CDC Covered Person must also certify that such CDC Covered Person is using best efforts to make timely partial payments of rent, and that such CDC Covered Person has no other available housing. The CDC order, however, does not relieve any obligation of the tenant to pay rent, fees, penalties or interest or otherwise comply with the terms of the applicable lease, and does not preclude evictions based on a tenant, lessee or

resident (1) engaging in criminal activity while on the premises, (2) threatening the health or safety of other residents, (3) damaging or posing an immediate and significant risk of damage to property, (4) violating any applicable building code, health ordinance or other similar regulation relating to health and safety or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties or interest). The CDC order permits the criminal prosecution of renters and landlords who violate the CDC order. The CDC order will likely prevent some borrowers from evicting certain tenants who are not current on their monthly payments of rent and who qualify for relief under the CDC order. The CDC order by its terms does not preempt or preclude state and local jurisdictions from more expansive orders currently in place or from imposing additional or more restrictive requirements than the CDC order to provide greater public health protection.

Recently, the COVID-19 pandemic has resulted in unprecedented increases in unemployment. The number of delinquencies and defaults on mortgage loans is significantly influenced by the employment status of borrowers. There can be no assurance that the current high levels of unemployment will not continue for an extended period of time, or that other factors relating to the uncertain economic climate will not result in increased delinquencies and defaults with respect to loans such as the Mortgage Loans in the future. Such adverse economic conditions may also materially impair the ability of Freddie Mac, the Issuer, the Underwriters, the Custodian, the Securities Administrator, the Servicer and the Collateral Administrator to meet their respective obligations under the transaction documents. Any increase in delinquencies or defaults with respect to the Mortgage Loans or material impairment of the ability of Freddie Mac, the Issuer, the Underwriters, the Custodian, the Securities Administrator, the Servicer and the Collateral Administrator to meet their respective obligations under the transaction documents increases the likelihood that Certificateholders will experience losses with respect to the Certificates.

It is possible that the COVID-19 pandemic may worsen before it improves, and that the COVID-19 pandemic, the related remedial measures and/or a resulting economic recession may result in higher levels of unemployment than those already reported, which could adversely affect the ability and willingness of borrowers to meet their payment obligations under the Mortgage Loans and possibly result in higher rates of delinquencies and greater losses. In addition, it is possible that a higher than anticipated percentage of borrowers may seek relief under bankruptcy or other debtor relief laws as a result of financial and economic disruptions related to the outbreak of COVID-19.

In addition, certain governmental authorities, including United States federal, state or local governments, could enact laws, regulations, executive orders or other guidance that allow borrowers to forego making scheduled payments for some period of time or require certain modifications to the Mortgage Loans, and some states have enacted executive orders that preclude creditors from exercising certain rights or taking certain actions with respect to delinquent or defaulted loans. These programs, if enacted or expanded, could adversely affect the Servicer's ability to collect the interest and principal payments due on the Mortgage Loans, which may lead to decreased collections on the Mortgage Loans and, in turn, may cause losses on the Certificates.

A prolonged outbreak or new outbreaks of COVID-19, future outbreaks of coronavirus diseases or additional actions taken by governmental authorities to limit any such outbreaks could lead to further disruptions in economic activities (including workforce reductions and reductions in borrower incomes) and in financial markets and may have a significant adverse impact on the global economy in general.

Under the CARES Act (as defined below), Congress included an additional unemployment benefit to aid individuals who have lost their jobs as a result of the COVID-19 pandemic. Those additional unemployment benefits expired on July 31, 2020, and, while proposals for additional benefits are being considered, no assurance can be given that such benefits will be approved or, if approved, would be sufficient to counteract the negative impact of the pandemic.

Additionally, the continued spread of COVID-19 may ultimately result in staffing problems in various businesses as staff members become ill or seek to avoid becoming ill. Many businesses are reviewing and adjusting their business continuity plans to change how and from where their staff members work in light of the outbreak. Consequently, the ability of the Servicer or other transaction parties to perform their respective obligations under the Pooling and Servicing Agreement could be diminished by regulatory actions related to the

outbreak and disruptions in the economy and the financial markets. The economic and operational impact of the outbreak could adversely affect the business of the Servicer and the other transaction parties.

At the expiration of Temporary Forbearance Plans, the Servicer may evaluate the mortgagor for loss mitigation options including a Modification in accordance with the Pooling and Servicing Agreement. It is possible that these measures and any future measures adopted by the Servicer related to COVID-19 could result in a significant increase in Temporary Forbearance Plans and subsequent Modifications, which in turn could result in a significant increase in prepayments of the Guaranteed Certificates and increased losses on the Subordinate Certificates. These developments could adversely affect the liquidity, pricing and yield of your Certificates. Payment and recovery of principal on the Guaranteed Certificates could depend on our ability to honor our Guarantee. Given the recent spikes in unemployment rates from the COVID-19 pandemic, it is possible that mortgagors will avail themselves of temporary forbearance relief at higher rates than in previous years. Increasing rates of mortgagors seeking temporary forbearance relief will result in a decrease of timely payment of scheduled payments of principal and interest on the Mortgage Loans during the periods of the Temporary Forbearance Plans and the Servicer has no obligation to advance any delinquent principal or interest payments.

Many scientists, medical experts, politicians and commentators have predicted that a "second wave" of COVID-19 may occur in the United States in the late third quarter or the fourth quarter of 2020 and continue into 2021, and this second wave may be on a larger scale than the initial wave of COVID-19 that the United States has experienced and is currently experiencing. This second wave may result from the easing of mitigation or containment measures related to the initial wave of COVID-19, especially those measures related to restrictions on large gatherings both indoors and outdoors, such as reopening schools, beaches, pools, bars, restaurants and churches, among others. Certain states saw a spike in reported cases as states started to re-open. In addition, since late May 2020 and continuing to the date of this Offering Circular, cities across the United States have been the sites of mass protests, riots and looting, which may contribute to the spread of COVID-19 in these communities and elsewhere, and these activities may continue for an indefinite period of time. In the event of a second wave of COVID-19, it is unclear whether the same mitigation or containment measures taken by various governments (including at the federal, state and local level) or private enterprises described herein will be continued or reimplemented, or if different measures will be implemented, and what impact such measures will have on the national or global economy. In addition, it is possible that despite a second wave of COVID-19, an increasing number of Americans who have emerged in varying degrees from lockdowns and other mitigation or containment measures related to the initial wave of COVID-19 will be less willing to return to such conditions, which could exacerbate the course of the pandemic.

In addition, the risk factor disclosure contained in this Offering Circular related to the occurrence and consequences of the financial crisis and other similar economic crises, should be considered by investors also as potential consequences of the COVID-19 outbreak, any of which could significantly and adversely affect payments on the Mortgage Loans and, consequently, the Certificates.

The long-term impacts of the social, economic and financial disruptions caused by the COVID-19 pandemic are unknown. While the U.S. Federal Reserve, the U.S. government and other governments have implemented unprecedented financial support or relief measures in response to concerns surrounding the economic effects of the COVID-19 pandemic, the likelihood of such measures calming the volatility in the financial markets or preventing a long-term national or global economic downturn cannot be predicted. It is unclear if associated social distancing measures will be successful in slowing the COVID-19 pandemic or whether future economic shutdowns will be required in response to the development of a seasonal spread of COVID-19. Further, it is unclear how many borrowers have been and will continue to be adversely affected by the COVID-19 pandemic and if related efforts by federal, state and local governments to slow the spread of COVID-19 will continue to be successful. Regardless of the success of those efforts, it is expected that many borrowers will be adversely effected to some degree by the COVID-19 pandemic and related social distancing measures. You should expect that some borrowers will not have the ability to make timely payments on their respective Mortgage Loan at some point as a result of the COVID-19 pandemic, which, in turn, could result in delays in distributions on, or potential losses in respect of, the Certificates.

Any of the circumstances concerning COVID-19 described above or elsewhere in this Offering Circular could have an adverse impact on (i) the ability of borrowers to make timely payments on their Mortgage Loans and (ii) the mortgage and financial markets in general, either of which in turn may also have an adverse impact on the performance, liquidity and market value of the Certificates.

The Economic Conditions Experienced in 2007 and Subsequent Years Significantly and Adversely Affected the Mortgage Market and Caused Significant and Unexpected Deterioration in the Value of, and Greater Volatility with Respect to, Mortgage Loans and Mortgage Securities, Including Mortgage Securities Similar to the Certificates

As a result of various factors, including a deterioration in general economic conditions and significant deteriorations in housing prices and employment conditions in many regions, the value of many mortgage loans and mortgage securities dropped significantly in the periods following 2007. This deterioration, which substantially exceeded our expectations and the expectations of other market participants, was accompanied by greater volatility and uncertainty regarding the value of mortgage loans and mortgage securities. Price deteriorations and increases in volatility and uncertainty were particularly acute in the case of mortgage securities with underlying mortgage loans that were originated in the periods immediately prior to 2007. In addition, mortgage securities where the underlying mortgage loans were of lower quality or where the mortgage securities were subordinated to other mortgage securities based on the same mortgage loans, including mortgage securities similar to the Subordinate Certificates, experienced more significant and adverse price deteriorations and volatility.

Prospective investors in the Guaranteed Certificates should understand that certain of the risks described in this Offering Circular materialized in 2007 and the periods that followed and that the actions of various market participants, including certain of the participants in this offering, are alleged to have been materially deficient. Accordingly, there can be no assurance that the policies and procedures adopted by Freddie Mac to mitigate such risks will prove to be sufficient or that the value of mortgage loans and mortgage securities, including the Guaranteed Certificates, will not experience material and adverse deteriorations in value in the future.

Re-Performing and Non-Performing Nature of the Mortgage Loans and Lack of Information Regarding Underwriting Procedures Could Adversely Affect the Certificates

The majority of the Mortgage Loans have been modified since origination. As nearly all of the Mortgage Loans were previously delinquent (and some Mortgage Loans are currently delinquent), it may be more likely that the related mortgaged properties exhibit or may have exhibited deferred maintenance, or may need more maintenance, when compared to another pool of mortgage loans.

Mortgagors on the Mortgage Loans may have had limited access to traditional mortgage financing for a variety of reasons, including impaired past credit experience, limited credit history, limited documentation of income, insufficient home equity value or high debt-to-income ratios. Accordingly, the Mortgage Loans may be extremely sensitive to economic factors that could affect the ability of borrowers to pay their obligations or the value of the mortgaged property. Additionally, due to the 2007 - 2009 recession, the seasoning of the Mortgage Loans and the generally re-performing nature of the mortgage pool, the mortgagors' current creditworthiness compared to their creditworthiness at origination or at modification may not accurately reflect their current ability to pay their Mortgage Loans.

None of the Issuer, Seller or Guarantor makes any representation or warranty regarding any sellers, originators or prior servicers of the Mortgage Loans (including any person or entity that modified a Mortgage Loan) or their underwriting practices and procedures. Consequently, this Offering Circular does not contain any information about the sellers, originators or prior servicers of the Mortgage Loans (including any person or entity that modified a Mortgage Loan) or their respective loan origination or modification practices, or the standards or guidelines under which the Mortgage Loans were originated, underwritten, quality-checked, reviewed, modified or serviced by any person or entity (including, but not limited to, the application, contents or existence of such standards or guidelines). Although no representations are made herein as to such standards or guidelines, it is possible that many of the Mortgage Loans may have been originated under loan programs that required less documentation, such as no income verification or no asset verification or both. This may increase the possibility that, due to mortgagor error or fraud, the amount of credit extended at origination exceeded the mortgagor's

capacity to pay, particularly with respect to any loans originated as adjustable rate Mortgage Loans and interest only Mortgage Loans, for which the payments increase during the terms of such Mortgage Loans. In addition, the Mortgage Loans may have been originated pursuant to exceptions to the related originator's underwriting guidelines. These exceptions may not have been documented in the origination file or the origination file may be unavailable. No assurance can be made regarding the percentage of Mortgage Loans that represent exceptions to such underwriting guidelines.

Moreover, during the origination and/or modification process, appraisals were generally obtained (and may have been obtained as part of a Mortgage Loan modification) on each prospective mortgaged property. The quality of these appraisals may have varied widely in accuracy and consistency. Inaccurate or inflated appraisals at origination and/or modification may result in an increase in the number and severity of losses on the Mortgage Loans, particularly in a housing market in which property values are in decline. Because many of the Mortgage Loans are considerably seasoned, the appraisals may be dated, may be missing, may be missing pages or may be incomplete and may not accurately reflect changes to the related property value since the date of the applicable appraisal.

Due to the nature of the Mortgage Loans as described herein, it is likely the Mortgage Loans could experience higher rates of delinquencies, defaults and foreclosures than a pool of mortgage loans with clean pay histories (particularly in light of the impact of COVID-19). To the extent not otherwise covered by credit enhancement or the Guarantee, such increased delinquencies and losses may result in the reduction of amounts available for payment on the Certificates.

Prospective investors in the Certificates should consider the implications of the lack of information regarding underwriting standards or guidelines in connection with the origination and/or modification of the Mortgage Loans before making a decision to purchase any Certificates.

Delinquencies and Losses on the Mortgage Loans May Adversely Affect Your Yield; No Requirement to Make Principal or Interest Advances

Nearly all of the Mortgage Loans in the mortgage pool have been delinquent, and/or the related mortgagors were in bankruptcy proceedings in the past. In addition, approximately 33.67% of the Mortgage Loans by aggregate Unpaid Principal Balance are 30-89 days delinquent as of the Cut-Off Date. Approximately 3.62% of the Mortgage Loans by aggregate Unpaid Principal Balance are 90 plus days delinquent as of the Cut-Off Date and are on a Temporary Forbearance Plan. As a result, the mortgage pool may bear more risk than a pool of mortgage loans without any historical delinquencies or mortgagor bankruptcies but with otherwise comparable characteristics. Additionally, mortgage loans that have been delinquent more than once in the past or have been modified may be more likely than other non-delinquent or unmodified mortgage loans to become delinquent in the future.

Delinquencies in the payment of interest and principal on the Mortgage Loans may adversely affect the yield on the Certificates because the Servicer will not be required to make any advances in respect of such delinquencies and may withdraw reimbursements for advances of taxes, insurance and other comparable advances. Instead, distributions on the Certificates, absent the Guarantee, will be made solely from payments actually received by the Servicer in respect of the Mortgage Loans, which on any Distribution Date, may be less than the amount of funds that would be available for such Distribution Date if the Servicer were required to make principal and interest advances. Thus, the cash flow available for distributions on the Certificates may vary substantially from month to month (particularly as a result of a Temporary Forbearance Plan granted on a Mortgage Loan in connection with COVID-19 or otherwise).

Representations and Warranties with Respect to the Mortgage Loans are Limited; The Obligation of the Seller to Cure, Make an Indemnification Payment or Repurchase for Breaches of Representations and Warranties Will Generally Expire After the Warranty Period

The Seller's obligation to cure, make indemnification payments or repurchase any Mortgage Loans for Material Breaches as set forth in this Offering Circular will only exist with respect to such breaches that the Seller is notified of on or prior to the end of the Warranty Period (other than with respect to the REMIC-related Representation and Warranty, which will not expire). As a result of the expiration of the Warranty Period,

Mortgage Loans with defects may be included in the mortgage pool and may result in Realized Losses that would be greater than would otherwise be the case. In addition, the Trust may be subject to additional liabilities because the Seller will not be obligated to repurchase defective Mortgage Loans after the Warranty Period. Investors should also note that the limited time period during which the Seller is required to cure, make an indemnification payment or repurchase Mortgage Loans for Material Breaches as provided in this Offering Circular may affect the liquidity of their investment.

As described herein, the Representations and Warranties regarding the Mortgage Loans will be more limited than the set of representations and warranties that would typically be required in rated securitizations of newly originated mortgage loans. For instance, among other typical representations and warranties often found in a rated securitization of new origination mortgage loans, the Representations and Warranties for this transaction do not include a representation and warranty relating to an absence of fraud in connection with the origination of the Mortgage Loans.

Further, Freddie Mac, as Seller, is entitled to determine, in its sole discretion, whether a Material Breach has occurred and the amount of the Loss Indemnification Amount, if any. In the event that Freddie Mac does not receive a complete Notice of Breach or Indemnification and the Seller reasonably believes that the Collateral Administrator would not be able to resubmit such notice with the missing documentation or information within 30 days, the related breach will be deemed to have been waived.

Investors should consider the impact of the limited set of Representations and Warranties described in this Offering Circular on the future performance of the Guaranteed Certificates.

In the Event the Seller Is Not Required or Not Able to Repurchase or Make an Indemnification Payment, the Certificates May Suffer Shortfalls

The Seller will make the limited Representations and Warranties set forth on Appendix E attached hereto as of the Closing Date for the benefit of the Certificateholders. With respect to any Material Breach, the Seller will be obligated to (i) cure such Material Breach, (ii) repurchase the affected Mortgage Loan at the Repurchase Price therefor or (iii) make a payment of a Loss Indemnification Amount. However, the obligations of the Seller to cure, repurchase or make a payment equal to the Loss Indemnification Amount will only exist with respect to Material Breaches that the Seller is notified of on or prior to March 29, 2022 (the **"Warranty Period"**) (other than with respect to the REMIC-related Representation and Warranty, which will not expire).

In addition the Seller may also be required to make an indemnification payment to the Trust with respect to a Collateral Deficiency Loss or Existing Lien Loss which occurs during the Indemnification Period, which is the thirty-six (36) month period immediately following the Closing Date.

The obligation of the Seller to cure any Material Breach with respect to a Mortgage Loan, repurchase any Mortgage Loan, or make an indemnification payment as described above will constitute the sole remedy with respect to any Collateral Deficiency Loss, Existing Lien Loss or Material Breach of the Representations and Warranties described above.

The Seller may not have the necessary funds to repurchase any Mortgage Loans in the mortgage pool or make an indemnification payment. The inability of the Seller to repurchase Mortgage Loans or make an indemnification payment may result in delays or shortfalls in the payments on the Certificates. See *"Description of the Mortgage Loans"* in this Offering Circular.

Potential Developments Affecting Select Portfolio Servicing, Inc.

Select Portfolio Servicing, Inc. (**"SPS"**) is examined for compliance with federal, state and local laws, rules, and guidelines by numerous regulators and agencies. No assurance can be given that these regulators or agencies will not inquire into SPS practices, policies or procedures in the future. It is possible that any of these regulators or agencies will require SPS to change or revise its practices, policies or procedures in the future. Any such change or revisions may have a material impact on the future income from SPS operations.

The occurrence of one or more of the foregoing events or a determination by any court or regulatory agency that SPS policies and procedures do not comply with applicable law could lead to downgrades of SPS by one or

more rating agencies, a transfer of SPS servicing responsibilities, increased delinquencies on the mortgage loans serviced by SPS, delays in distributions or losses on the Certificates, or any combination of these events.

Investors should also note that the economic dislocation caused by COVID-19 is also expected to adversely impact mortgage loan servicers, including the Servicer, and such impact could be severe. See *"— The Performance of the Mortgage Loans Could be Dependent on the Servicer"* for a further discussion of the impact of COVID-19 on servicers in general.

Losses on the Certificates Could Result from Unpaid Deferred Principal Balance Mortgage Loans

As of the Cut-Off Date, approximately 6.99% of the aggregate Unpaid Principal Balance of the Mortgage Loans are deferred principal balances totaling approximately $105,395,817. These deferred principal balances were created in connection with previous modifications that reduced the amortizing principal balances of such Mortgage Loans or extensions that deferred certain delinquent payments on the Mortgage Loans. As a result of the economic and financial disruptions caused by the COVID-19 pandemic, including the recent spikes in unemployment rates, it is possible that mortgagors will seek Temporary Forbearance Plan relief at higher or significantly higher rates than normal temporary forbearance rates. While a reduction in the amortizing principal balance or deferred payment is still payable by the related mortgagor (and is included in the definition of "Unpaid Principal Balance" as used herein), the resulting deferred principal balance does not accrue interest and is not due until the maturity date or payoff of the related Mortgage Loan or sale of the related mortgaged property. There can be no assurance that these deferred principal balances will ever be paid by the related mortgagors and available for distribution to the Certificateholders. The more subordinate classes of Certificates, especially the Class B Certificates, will be adversely affected by Realized Losses resulting from the failure to receive these deferred balances.

Mortgage Loans May Experience Delays in Liquidation and Liquidation Proceeds May Be Less Than the Unpaid Principal Balance of the Mortgage Loans

Even assuming the mortgaged properties provide adequate security for the Mortgage Loans, substantial delays could result in connection with the liquidation of defaulted Mortgage Loans (including Mortgage Loans originated as e-mortgages). These delays could increase if the Servicer confronts a rising number of requests for Temporary Forbearance Plans or Modifications that require it to determine a mortgagor's eligibility for current modification programs. There could also be liquidation delays due to geographic-specific operational or resource-related factors in processing foreclosures. See *"— Governance and Regulation — Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose."* This could result in corresponding delays in the receipt of the related proceeds by the Servicer. Further, liquidation expenses such as legal fees, real estate taxes and maintenance and preservation expenses will reduce the portion of liquidation proceeds available for distribution on the Certificates. If the applicable mortgaged property fails to provide adequate security for a Mortgage Loan, under certain loss scenarios, principal and interest received on the Mortgage Loans, together with any liquidation proceeds on the Mortgage Loans, may be insufficient to pay the Certificates all principal and interest to which they are entitled. See "*Certain Legal Aspects of the Mortgage Loans — Foreclosure"* and *"— Anti-Deficiency Legislation and Other Limitations on Lenders*".

Liquidation Expenses May be Disproportionate

Liquidation expenses with respect to defaulted Mortgage Loans do not vary directly with the size of the Unpaid Principal Balance of the Mortgage Loans at the time of default. Therefore, assuming that the Servicer took the same steps for a defaulted Mortgage Loan having a small remaining Unpaid Principal Balance as it would have taken in the case of a defaulted Mortgage Loan having a large remaining Unpaid Principal Balance, the amount realized after expenses of liquidation would be larger as a percentage of the Unpaid Principal Balance of the small balance Mortgage Loan than would be the case with the defaulted Mortgage Loan having a large remaining Unpaid Principal Balance.

Refinancings May Adversely Affect the Yield on the Certificates

Under the Pooling and Servicing Agreement, the Servicer will be permitted to solicit, and may actively solicit, mortgagors to refinance their Mortgage Loans into a new mortgage loan. Any such refinancing will

generally be required to be in an amount sufficient to pay off the Unpaid Principal Balance (including any deferred principal) of the Mortgage Loan in full and any accrued and unpaid interest thereon. Any such refinancings will increase the rate of prepayments with respect to the Mortgage Loans or may result in the better performing Mortgage Loans being refinanced, leaving the Trust with fewer performing Mortgage Loans, which in each case may adversely affect the yields on the Certificates. In addition, a Certificateholder may receive less interest on the Certificates as a result of prepayments on such Mortgage Loans and as a result may experience a lower yield on its investment.

The Certificateholders Have Limited Control over Amendments, Modifications and Waivers to the Pooling and Servicing Agreement

Certain amendments, modifications or waivers to the Pooling and Servicing Agreement may require the consent of holders representing only a certain percentage interest of the Certificates and certain amendments, modifications or waivers to the Pooling and Servicing Agreement may not require the consent of any Certificateholder. As a result, certain amendments, modifications or waivers to the Pooling and Servicing Agreement may be effected without Certificateholder consent. See "*The Pooling and Servicing Agreement — Resignation of the Servicer — Amendment*".

Mortgage Modifications May Affect Rates of Prepayment and Cause Shortfalls

The Servicer may offer eligible mortgagors a modification that includes principal forgiveness. A modification may also include forbearance of a portion of the unpaid principal balance which creates a non-interest bearing, non-amortizing balloon payment due at the earliest of transfer of the property, as part of any payoff (apart from an eligible short sale), or modified maturity date. Any such forbearance of principal may result in a slower rate of principal payments or a faster rate of principal payments to the Guaranteed Certificates, as such forbearance of principal would result in Realized Losses, which could trigger Guarantor Interest Payments, Guarantor Principal Payments (if the aggregate Class Principal Amount of the Subordinate Certificates has been reduced to zero) and/or Guarantor Maturity Payments and would be allocated first to any outstanding Subordinate Certificates, reducing the related Class Principal Amount(s) of such Subordinate Certificates. A modification that extends the term of a Mortgage Loan may also result in a slower rate of principal payments. A modification may also result in less interest accruing on a Mortgage Loan.

See "*The Pooling and Servicing Agreement*" in this Offering Circular for more information regarding the Pooling and Servicing Agreement's requirements with respect to modifications and loss mitigation.

Risks Related to MERS

The mortgages or assignments of mortgage for certain of the Mortgage Loans have been recorded in the name of Mortgage Electronic Registration Systems, Inc. (**"MERS"**), solely as nominee for one or more affiliates of the Seller and their successors and assigns, including the Trust. Subsequent assignments of those mortgages are registered electronically through the MERS system.

The making of and recording of mortgages in the name of MERS, and the operating of the related MERS registration system, has been challenged through the judicial system and there has been public disclosure that MERS is facing or has faced government investigations relating to its operations. Most judicial decisions have accepted MERS as mortgagee, have upheld the validity of mortgages and deeds of trust in which MERS is a named party, and have confirmed the authority of MERS or its assignees (including securitization trustees to whom a post-transfer assignment is made) to foreclose as mortgagee or beneficiary or nominee, and most related challenges to MERS have not been successful. There have been some decisions, however, where the result was not favorable to MERS. For example, the Kansas supreme court ruled that MERS was not a contingently necessary party to a mortgage foreclosure suit, although it was a named party to a mortgage, because MERS did not have an economic interest that was impaired by its failure to receive notice of the foreclosure suit. While the court specifically did not decide whether MERS was entitled to notice and service of the foreclosure action, a lower Kansas court or a court in another jurisdiction could follow the dicta in this case as supportive of some finding adverse to the validity of MERS' interest insofar as MERS has no right to repayment of the mortgage debt. In addition, the United States Bankruptcy Court for the Eastern District of New York issued a memorandum

decision addressing whether the alleged holder of a mortgage loan had sufficient status as a secured creditor to seek relief from the automatic bankruptcy stay to pursue a foreclosure action. After resolving the primary issue in controversy on purely procedural grounds and granting the requested relief, the court made certain observations in dicta about whether the trustee in the case before it, which had been assigned the mortgage by MERS, qualified as a secured creditor under New York law with standing to file a motion for relief from stay. The court noted that (i) neither the mortgage loan servicer (acting on behalf of the trustee) nor MERS (as intervenor in the case) had proven in that proceeding that the trustee was the holder or owner of the related mortgage note and (ii) there was no proof in that proceeding that MERS had acted within the scope of its agency relationship when it assigned the mortgage. The bankruptcy court, therefore, concluded that MERS had lacked sufficient legal authority to validly assign the mortgage to the trustee. While the bankruptcy court's analysis of MERS was not essential to the actual holding of the case, it was intended to provide guidance in other cases before the court where a motion for relief from stay was pending and arguments were being made that the creditor, which had taken an assignment of mortgage from MERS, had no standing. The decision was appealed and the appellate court vacated the portions of the bankruptcy court's opinion which discussed the creditor's standing as an "unconstitutional advisory opinion". Another example of a decision that was unfavorable to MERS was that of the state of Washington supreme court which recently ruled that if MERS is not the holder of a mortgage note, then it is not considered to be the beneficiary for purposes of non-judicial foreclosures in Washington state. To the extent non-judicial foreclosures were in process in the state of Washington with MERS as beneficiary rather than as agent for the holder of the mortgage note, such foreclosures would need to be restarted. Similarly, the Supreme Court of Maine held in 2014 that assignments of mortgage conducted by MERS were invalid and would render the assignee unable to foreclose on the mortgage. Many cases involving issues related to MERS and the MERS system are pending, and more may continue to be filed. The law in this area continues to develop, and the course of decisions and their implications, cannot be predicted or accurately evaluated.

There have been some state attorney general actions involving MERS. A suit filed by the Massachusetts Attorney General, against MERS and several lender/servicers, has been dismissed in part and all claims against MERS have been dismissed. Suits filed by the New York Attorney General and the Delaware Attorney General against MERS have been settled. The Kentucky Attorney General sued MERS; the issue in that case concerned the alleged failure to pay certain recording fees, and MERS settled the lawsuit.

Challenges to MERS of these types and others could result in delays and additional costs in commencing, prosecuting and completing foreclosure proceedings and conducting foreclosure sales of mortgaged properties, or in adverse results that may affect the ability to foreclose. In accordance with MERS procedures and accepted servicing practices, however, the Servicer will record assignments of mortgage or deeds of trust out of the name of MERS at an appropriate time prior to a foreclosure action. This additional expense of recordation will be treated as a Servicing Advance and the reimbursement of such Servicing Advance will reduce the amounts available to make payments on the related Certificates. These delays and additional costs could in turn delay the payment of liquidation proceeds to Certificateholders and increase the severity of losses on the related Mortgage Loans.

Missing or Defective Mortgage Loan Documents May Limit Certificateholders' Remedies

On the Closing Date, the Custodian will be required to deliver an initial certification identifying certain defective or missing mortgage loan documents to the Seller, the Servicer and the Trustee. The Custodian will be required to provide a final certification 120 days after the Closing Date. These exceptions may include missing intervening assignments of mortgage, missing intervening mortgage note endorsements and other similar exceptions. Notwithstanding the foregoing, in the event the Custodian previously delivered a trust receipt or certification in connection with its review of a Mortgage Loan under the Custodial Agreement that did not list such document as an exception and the Custodian subsequently fails to produce such document, the Seller will have no obligation to cure, repurchase or replace such Mortgage Loan and the only remedy to Certificateholders and the Trustee will be to enforce any contractual obligations of the Custodian relating thereto under the Custodial Agreement.

Step-Rate Mortgage Loans May Present Increased Risk

Approximately 15.14% of the Mortgage Loans (by aggregate Unpaid Principal Balance as of the Cut-Off Date) are step-rate Mortgage Loans that may have mortgage rates that will increase in the future. Investors should note that borrowers may be unable to make their monthly payments when the mortgage rate on their mortgage loan is subject to an increase. As a result, such step-rate Mortgage Loans may experience increased delinquency, foreclosure, bankruptcy and loss as compared with traditional fixed-rate mortgage loans. Further, borrowers with step-rate Mortgage Loans are more likely than borrowers with fixed-rate Mortgage Loans to prepay their Mortgage Loans, which could result in a Certificateholder receiving less interest on the Certificates as a result of prepayments on such Mortgage Loans and as a result may experience a lower yield on its investment.

Adjustable-Rate Mortgage Loans May Present Increased Risk

Approximately 2.71% of the Mortgage Loans (by aggregate Unpaid Principal Balance as of the Cut-Off Date) are adjustable-rate Mortgage Loans that have mortgage rates that may increase in the future. Investors should note that borrowers may be unable to make their monthly payments when the mortgage rate on their mortgage loan is subject to an increase. As a result, such adjustable-rate Mortgage Loans may experience increased delinquency, foreclosure, bankruptcy and loss as compared with traditional fixed-rate mortgage loans. Further, borrowers with adjustable-rate Mortgage Loans are more likely than borrowers with fixed-rate Mortgage Loans to prepay their Mortgage Loans, which could result in a Certificateholder receiving less interest on the Certificates as a result of prepayments on such Mortgage Loans, which may result in a lower yield on its investment.

LIBOR-based and 11th District COFI ARMs May Present Risks Associated with the Transition from LIBOR and 11th District COFI

Of the approximately 2.71% of adjustable-rate Mortgage Loans, approximately 71.01%, 20.49% and 0.16% (by aggregate Unpaid Principal Balance as of the Cut-Off Date) are adjustable-rate Mortgage Loans based on One-Year LIBOR, Six-Month LIBOR and 11th District COFI, respectively. If LIBOR or 11th District COFI in its present form ceases to exist, the Guarantor will select a new index, or its equivalent, as provided in the notes relating to the applicable adjustable-rate Mortgage Loans that have LIBOR or 11th District COFI as their index. The Guarantor's designation of a replacement index, for example, SOFR, or its equivalent, will be final and binding. No assurances can be given concerning what replacement index, including SOFR, or its equivalent, will be chosen by the Guarantor should this occur. There is no assurance that any such replacement index, or its equivalent, will yield the same or similar economic results over the lives of such adjustable-rate Mortgage Loans relative to the results that would have occurred under LIBOR or 11th District COFI. Furthermore, we cannot predict the impact on borrowers of, or the outcome of any potential judicial challenge to, the designation of a replacement index, or its equivalent, for the determination of interest rates on such adjustable-rate Mortgage Loans or the impact of any adverse outcome on the market value, yield, liquidity or payments under the Certificates. If a replacement index, including SOFR, or its equivalent, is chosen, the market value and/or liquidity of the Certificates could be adversely affected.

High Current Loan-to-Value Ratios May Present Increased Risk

As of the Cut-Off Date, the weighted average AVM current loan-to-value ratio for the Mortgage Loans is approximately 64.61% based on the aggregate Unpaid Principal Balance of the Mortgage Loans and approximately 6.81% by aggregate Unpaid Principal Balance of the Mortgage Loans as of the Cut-Off Date have AVM current loan-to-value ratios in excess of 100%. The AVM current loan-to-value ratios for the Mortgage Loans were based on valuations of the related mortgaged properties obtained through Freddie Mac's automated valuation model, Home Value Explorer® (**"HVE®"**) when available. When an HVE value was not available, an MSA level house price index was used to estimate property values. If an MSA level house price index was not available, a state level house price index was used to estimate property values. The valuations provided herein may not reflect the actual values of the mortgaged properties in the open market.

Mortgage loans with high current loan-to-value ratios leave the mortgagor with little, no or negative equity in the related mortgaged property, which may result in increased delinquencies. Fluctuations in the residential

real estate market, the reduction in the availability of mortgage credit and other negative trends, may have the effect of reducing the values of the mortgaged properties from the updated values described above. A reduction in the values of the mortgaged properties may reduce the likelihood that liquidation proceeds or other proceeds will be sufficient to pay off the related mortgage loans fully.

The Rate of Default on Mortgage Loans that Are Secured by Investor Properties May be Higher than on Other Mortgage Loans

Certain of the Mortgage Loans may be secured by investor properties. An investor property is a property which, at the time of origination, the mortgagor represented would not be used as the mortgagor's primary residence or second home. Because the mortgagor is not living on the property, the mortgagor may be more likely to default on the mortgage loan than on a comparable mortgage loan secured by a primary residence, or to a lesser extent, a second home. In addition, income expected to be generated from an investor property may have been considered for underwriting purposes in addition to the income of the mortgagor from other sources. Should this income not materialize or later disappear, it is possible the mortgagor would not have sufficient resources to make payments on the mortgage loan.

Homeowner Association Super Priority Liens, Special Assessment Liens and Energy Efficiency Liens May Take Priority Over the Mortgage Liens

In some states it is possible that the first lien of the mortgages may be partially subordinated by super priority liens of homeowner associations, potentially resulting in a partial loss of the mortgage loan's outstanding principal balance. In at least 25 states, condominium, homeowner and other common interest associations (collectively, **"HOA"**) assessment liens can take priority over first lien mortgages under certain circumstances. The number of these so called "super lien" states has increased in the past few decades and may increase further. The laws of these "super lien" states vary in terms of: (a) the duration of the priority period (with many at six months and some with no limitations); (b) the assessments secured by the HOA lien (charges can include unpaid HOA assessments, late charges, collection costs, attorney fees, foreclosure costs, fines, and interest); and (c) the statute of limitations on HOA foreclosure rights.

There is currently no efficient mechanism available to loan servicers, including the Servicer, to track the status of borrowers' payments of HOA assessments that are governed by state super lien statutes. In fact, there is neither a unified database for HOA information, nor a centralized place for HOAs and loan servicers to contact one another. Consequently, in some of the super lien states there often is no practical, systemic method for the servicers to determine when an HOA assessment is unpaid or when the HOA initiates foreclosure of its lien. In some circumstances the Servicer may make Servicing Advances to pay delinquent homeowner association assessments or for the costs of determining whether any mortgaged property is subject to a homeowner association assessment or a related lien. If such Servicing Advances are not recovered from the related mortgagor or liquidation proceeds, they will reduce amounts distributable to Certificateholders.

If an HOA, or a purchaser of an HOA super lien, completes a foreclosure of an HOA super lien on a mortgaged property, the underlying mortgage lien will be extinguished. In those instances, the Certificateholders could suffer a loss of the entire outstanding principal balance of the Mortgage Loan, plus interest and other outstanding Servicing Advances. The Servicer might be able to attempt to recover on an unsecured basis by suing the borrower personally for the balance, but recovery in these circumstances will be problematic if the borrower has no meaningful assets to recover against.

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

In some instances, individual mortgagors may be able to elect to enter into contracts with governmental agencies for Property Assessed Clean Energy (**"PACE"**) or similar assessments that are intended to secure the payment of energy and water efficiency and distributed energy generation improvements that are permanently affixed to their properties, possibly without notice to or the consent of the mortgagee. These assessments may also have lien priority over the mortgages securing the Mortgage Loans or may survive a foreclosure action, thereby impacting the subsequent disposition of an REO property subject to a PACE lien. No assurance can be

given that any mortgaged property so assessed will increase in value to the extent of the assessment lien. Additional indebtedness secured by the assessment lien would reduce the amount of the value of the mortgaged property available to satisfy the affected Mortgage Loan if certain losses were to occur, and could therefore reduce the Net Liquidation Proceeds received with respect to such Mortgage Loan (and ultimately increase Realized Losses).

Certain Mortgage Loans Have Existing Liens Which May Cause Losses to the Trust

As of the Cut-Off Date, certain Mortgage Loans may have existing HOA, tax, municipal and/or mechanic's liens that may take priority over the lien of the related mortgage, as set forth in Schedule I to Appendix E attached hereto. To the extent that the Seller determines that any such Mortgage Loan has suffered an Existing Lien Loss as a direct result of an Existing Lien during the Indemnification Period, the Seller will be required to indemnify the Trust for the Existing Lien Indemnification Amount. However, if such Mortgage Loans experience a loss as a direct result of an Existing Lien after the Indemnification Period, the Seller would not be required to indemnify the Trust for such Existing Lien Loss.

Values of Mortgaged Properties Securing the Mortgage Loans May Have Declined Since Origination and/or Modification

As of the Cut-Off Date, the weighted average loan age from origination (based on the Unpaid Principal Balance) of the Mortgage Loans was approximately 160 months. Since the time of origination or any applicable modification, the value of the mortgaged property relating to any Mortgage Loan may have declined, and in some cases may have declined significantly (particularly in light of the impact of COVID-19). As a result, the value of any such mortgaged property as of the Cut-Off Date may be less than the Unpaid Principal Balance of the applicable Mortgage Loan. If any such mortgaged property were to be liquidated when the value of the mortgaged property was less than the Unpaid Principal Balance of the applicable Mortgage Loan, it is likely that the Trust would recover an amount less than such Unpaid Principal Balance, which could, in the absence of the Guarantee on the Guaranteed Certificates, result in losses on the Guaranteed Certificates.

Diligence Provider's Review of the Mortgage Loans May Not Reveal Aspects of the Mortgage Loans Which Could Lead to Realized Losses

In connection with the offering of the Certificates, Freddie Mac engaged a third-party diligence provider (the **"Diligence Provider"**) to undertake certain limited loan review procedures with respect to the Mortgage Loans.

These review procedures were intended to discover certain material discrepancies and possible material defects in the Mortgage Loans reviewed; however, these procedures did not constitute a re-underwriting of the Mortgage Loans, and were not designed or intended to discover every possible discrepancy or defect. In addition, Freddie Mac engaged the Diligence Provider to conduct procedures designed to verify a portion of the data regarding characteristics of the Mortgage Loans that were modified, which data was used in certain cases to generate the numerical information about the Mortgage Pool included in this Offering Circular. There can be no assurance that any review process conducted has or will uncover all relevant aspects that could be determinative of how the reviewed Mortgage Loans will perform.

Furthermore, to the extent that the limited review conducted by the Diligence Provider did reveal factors that could affect how the Mortgage Loans will perform, the Diligence Provider may have incorrectly assessed the potential severity of those factors. Investors should make their own determination regarding the extent to which they place reliance on the limited loan review procedures of Freddie Mac and the Diligence Provider. The inclusion of a Mortgage Loan in the Mortgage Pool is not a representation by Freddie Mac with respect to the adequacy or sufficiency of the pre-offering review process with respect to any Mortgage Loan.

Limitations of the Diligence Provider's Review Process

There can be no assurance that the review conducted by the Diligence Provider has uncovered all relevant factors relating to the origination of the Mortgage Loans, their compliance with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Mortgage Loans.

Investors are advised that the aforementioned review procedures carried out by the Diligence Provider were performed for the benefit of Freddie Mac and the Underwriters. The Diligence Provider makes no representation and provides no advice to any investor or future investor concerning the suitability of any transaction or investment strategy. The Diligence Provider performed only the review procedures described herein and is not responsible for any decision to include any Mortgage Loan in the Mortgage Pool. Investors are encouraged to make their own determination as to the extent to which they place reliance on the limited loan review procedures carried out as part of this review.

Actions to Resolve Breaches of Representations and Warranties, Collateral Deficiency Losses and Existing Lien Losses Relating to a Mortgage Loan May Take a Significant Amount of Time or Cause Delays or Reductions in the Amount of Distributions Made to Certificateholders

The process for determining whether there has been a Material Breach with respect to a Mortgage Loan, a Collateral Deficiency Loss or Existing Lien Loss and the obligation to repurchase such Mortgage Loan or make a Loss Indemnification Amount or pay a Collateral Deficiency Indemnification Amount or Existing Lien Indemnification Amount may be time-consuming and could result in delays in distributions on the Certificates until a final determination is made and may, absent a Guarantor Interest Payment, result in interest shortfalls to the Guaranteed Certificates.

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

Turbulence in the residential mortgage market and/or financial markets and/or lack of liquidity for mortgage-related securities may adversely affect the performance and market value of the Guaranteed Certificates. The serious delinquency rate of loans originated from 2005 through 2008 that we acquired remains high compared to similar rates for loans we acquired in years prior to 2005. Residential loan performance has been generally worse in areas with higher unemployment rates and where declines in property values have been more significant during recent years. In its National Delinquency Survey, the Mortgage Bankers Association presents delinquency rates both for mortgages it classifies as subprime and for mortgages it classifies as prime conventional. The delinquency rates of subprime mortgages are markedly higher than those of prime conventional loan products in the survey; however, the delinquency experience in prime conventional mortgage loans originated during the years 2005 through 2008 has been significantly worse than in any year since the 1930s. A recurrence of these past problems could adversely affect the performance and market value of the Guaranteed Certificates.

Market and economic conditions during the past several years have caused significant disruption in the credit markets. Continued concerns about the availability and cost of credit, the U.S. mortgage market, some real estate markets in the U.S., the economic conditions in the U.S., Europe, China and elsewhere globally and the systemic impact of inflation or deflation, energy costs and geopolitical issues have contributed to increased market volatility and diminished expectations for the U.S. economy. Recently, financial markets have experienced significant volatility in reaction to concerns regarding a potentially significant outbreak of COVID-19, commonly referred to as “coronavirus,” in the global population. The outbreak may have significant near- and long-term effects on the financial markets and the U.S. economy. Increased market uncertainty and instability in both U.S. and international capital and credit markets, combined with declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets.

During the 2007 - 2009 recession, losses on all types of residential mortgage loans increased due to declines in residential real estate values, resulting in reduced home equity. Although home prices since 2014 have shown greater stability and increased in some geographic areas, there can be no assurance that a decline will not resume and continue for an indefinite period of time in the future. A decline in property values or the failure of property values to increase where the outstanding balances of the mortgage loans and any secondary financing on the related mortgaged properties are close to or in excess of the value of the mortgaged properties may result in higher delinquencies, foreclosures and losses. Any decline in real estate values may be more severe for mortgage loans secured by high cost properties than those secured by low cost properties. Declining property values may

create an oversupply of homes on the market, which may increase negative home equity. Nationwide home price appreciation rates generally were negative from late 2007 through 2012, and this trend may recur at any time. Higher loan-to-value ratios generally result in lower recoveries on foreclosure, and an increase in loss severities above those that would have been realized had property values remained the same or continued to appreciate.

There is particular uncertainty about the prospects for growth in the U.S. economy (particularly in light of the unknown impact of COVID-19). A number of factors influence the potential uncertainty, including, but not limited to, unemployment rates, rising government debt levels, prospective Federal Reserve policy shifts, the withdrawal of government interventions into the financial markets, changing U.S. consumer spending patterns, and changing expectations for inflation and deflation. Income growth and unemployment levels affect mortgagors' ability to repay mortgage loans, and there is risk that economic activity could be weaker than anticipated. See *"— Governance and Regulation"* below when considering the impact of regulation on Certificateholders. Continued concerns about the economic conditions in the United States, China, Europe and elsewhere globally, including downgrades of the long-term debt ratings of the European Economic and Monetary Union (**"Eurozone"**) nations and the United States, generally have contributed to increased market volatility and diminished growth expectations for the U.S. economy.

Subsequent to the financial crisis, and over the past decade, the Federal Reserve has adopted an easing stance in monetary policy referred to as "quantitative easing". For example, buying mortgage-backed securities and cutting interest rates, which are intended to lower the cost of borrowing, result in higher investment activity which, in turn, stimulates the economy. Based on the stabilization of unemployment, as well as the increase in home prices, the Federal Reserve began to reduce the quantitative easing and in October 2014 announced the end of the quantitative easing program. However, in light of the recent COVID-19 pandemic, these efforts have been reversed with the Federal Reserve again lowering interest rates and engaging in massive quantitative easing, designed to stimulate the economy. This may have a negative impact on the Certificates. To the extent that interest rates rise or fall as a result of the Federal Reserve's action, the availability of refinancing alternatives for the Mortgage Loans may be impacted. There can be no assurance that the factors that caused such financial crisis (or any other factors) will have similar effects on the mortgage market in the future.

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

In addition, the difficult economic environment and rate of unemployment and other factors (which may or may not affect real property values) may affect the mortgagors' timely payment of scheduled payments of principal and interest on the Mortgage Loans and, accordingly, may increase the occurrence of delinquencies and Realized Losses and adversely affect the amount of Liquidation Proceeds realized in connection with Liquidated Mortgage Loans. Further, the time periods to resolve defaulted Mortgage Loans may be long, and those periods may be further extended because of mortgagor bankruptcies, related litigation and any federal and state legislative, regulatory and/or administrative actions or investigations.

Further, the secondary market for certain mortgage-related securities is experiencing extremely limited liquidity. These conditions may continue or worsen in the future. Recent volatility in the mortgage-backed securities market as a result of the COVID-19-related economic disruptions could similarly result in liquidity issues. Limited liquidity in the secondary market for mortgage securities could adversely affect a Certificateholder's ability to sell the Guaranteed Certificates or the price such Certificateholder receives for the Guaranteed Certificates and may continue to have a severe adverse effect on the market value of mortgage securities, especially those that are more sensitive to prepayment or credit risk.

Although the Pooling and Servicing Agreement is to be interpreted under the federal laws of the United States, if there is no applicable U.S. federal law precedent, the Pooling and Servicing Agreement will be governed by New York law, unless New York law would frustrate the purposes of the Freddie Mac Act or any provision of the Pooling and Servicing Agreement or the transactions governed by it. In December 2013, the Supreme Court of the State of New York, Appellate Division, First Department, held that the six-year statute of

limitations applicable to a breach of contract cause of action under N.Y. CPLR 213(2) barred an action for breach of loan-level representations and warranties contained in New York-law governed agreements relating to a particular residential mortgage securitization transaction (the **"ACE Decision"**).

The First Department held that claims for breaches of loan-level representations and warranties began to accrue on the date on which the representations and warranties were allegedly breached, which in such case was the closing date of the securitization transaction. The First Department also held that the case was time-barred because the action had not been commenced within six years from the date of the alleged representation and warranty breaches. On June 11, 2015, the New York Court of Appeals, the highest court in New York, affirmed the ruling of the lower court in the ACE Decision. On November 16, 2015, the United States Court of Appeals for the Second Circuit held under New York law that a claim for breaches of representations and warranties concerning the characteristics of mortgage loans accrues on the date the representations and warranties are made, even where the contract purports to set an alternative time period for such accrual. On October 16, 2018, in Deutsche Bank Nat'l Tr. Co. Tr. for Harborview Mortg. Loan Tr. v. Flagstar Capital Markets Corp., the New York Court of Appeals addressed an "accrual clause" in a contract that purported to delay the accrual of a cause of action for a breach of representation and warranty until after discovery of the breach, failure to cure or repurchase and demand for compliance. The court ruled the accrual clause was unenforceable on the grounds that these provisions did not constitute a substantive condition precedent to defendant's obligation to deliver loans that complied with the representations and warranties. The court also held that any such accrual provision in a contract specifying a set of conditions that would have delayed accrual of a breach of contract cause of action was unenforceable as against public policy.

A court applying New York law may determine, however, that another jurisdiction's statute of limitations period should control under New York's so-called "borrowing statute". Accordingly, to the extent that courts reach the same conclusion as the ACE Decision on the interpretation of New York law on this issue going forward, a breach of contract action alleging selling representation and warranty breaches under these agreements may be time barred if not commenced within the applicable jurisdiction's statute of limitations period, which period could be either longer or shorter than New York's, and would commence on the date on which the representations and warranties were made, even if the alleged representation and warranty breaches had not been discovered by such time. If the breach of contract action relates to a breach of a servicing (rather than a selling) representation and warranty, the applicable statute of limitations may run from the date that the servicing breach occurred.

Although the REMIC representation and warranty provided by the Seller is a "life of loan" representation and warranty, there can be no assurance that if the Seller failed to repurchase a Mortgage Loan and New York law applied that investors would be able to seek relief in a court of law because of the ACE Decision.

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

The Rate and Timing of Principal Payment Collections on the Mortgage Loans Will Affect the Yield on the Guaranteed Certificates

The rate and timing of distributions of principal and the yield to maturity on the Guaranteed Certificates will be directly related to the rate and timing of collections of principal payments on the applicable Mortgage Loans and the amount and timing of defaults by mortgagors that result in Realized Losses on the applicable Mortgage Loans. Mortgagors are permitted to prepay their Mortgage Loans, in whole or in part, at any time, without penalty.

The principal distribution characteristics of the Guaranteed Certificates have been designed so that the Certificates amortize based on the collections of principal payments on the applicable Mortgage Loans. See *"Description of the Certificates — Distribution of Available Funds"*. Investors should make their own determination as to the effect of these features on the Guaranteed Certificates.

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

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

The rate and timing of principal payments on the Mortgage Loans may also be affected by the following:

- the amortization schedules of the Mortgage Loans,
- the rate and timing of partial prepayments and full prepayments by mortgagors, due to refinancing, certain job transfers, changes in property value or other factors,
- liquidations of, or modifications resulting in forgiveness of a portion of the mortgage balance (*e.g.*, principal forgiveness) or deferral of repayment of principal (*i.e.*, principal forbearance) of, the Mortgage Loans,
- the time it takes for defaulted Mortgage Loans to be modified or liquidated,
- relief measures promulgated by federal and state governments designed to suspend payments on the Mortgage Loans as a result of foreclosure moratoriums, the closure of government offices and other related issues,
- the availability of loan modifications for delinquent or defaulted Mortgage Loans, and
- the rate and timing of payment in full of Mortgage Loans or other removals from the mortgage pool.

In addition, the repurchase of a Mortgage Loan by the Seller has the same effect on the mortgage pool as a prepayment in full. As such, the rate and timing of repurchases and any such indemnification payments will also affect the yield on the Guaranteed Certificates.

Furthermore, to the extent any Certificate Writedown Amounts are allocated to reduce the Class Principal Amount of the Class AF Certificates, the Guarantor is required to make a Guarantor Principal Payment. Any such Guarantor Principal Payments will have the same effect as principal prepayments on the Mortgage Loans distributed to the Class AF Certificates.

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

No representation is made as to the rate of principal payments, including principal prepayments, on the Mortgage Loans or the yield to maturity of any Class of Certificates. In addition, there can be no assurance that any of the Mortgage Loans will or will not be prepaid prior to their maturity. An investor is urged to make an investment decision with respect to any Class of Certificates based on the anticipated yield to maturity of that Class of Certificates resulting from its purchase price and the investor's own determination as to anticipated Mortgage Loan prepayment and loss rates under a variety of scenarios. The extent to which the Certificates are purchased at a discount or a premium and the degree to which the timing of distributions on the Certificates is sensitive to prepayments will determine the extent to which the yield to maturity of the Certificates may vary from the anticipated yield.

If investors purchase Certificates at a discount, such investors should consider the risk that if principal payments on the Mortgage Loans occur at a rate slower than expected, the yield on such Certificates will be lower than expected. If investors purchase Certificates at a premium, such investors should consider the risk that if principal payments on the Mortgage Loans occur at a rate faster than expected, the yield on such Certificates will be lower than expected. This is especially true for the Interest Only Certificates. If investors purchase the Interest Only Certificates or any other Certificates at a significant premium and principal prepayments are faster than expected, such investors may not even recover their investment. The timing of changes in the rate of

prepayments may significantly affect the actual yield to you, even if the average rate of principal prepayments is consistent with your expectations. In general, the earlier the payment of principal on the Mortgage Loans, the greater the effect on your yield to maturity. As a result, the effect on an investor's yield due to principal prepayments occurring at a rate higher (or lower) than the rate anticipated during the period immediately following the issuance of the Certificates may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. See *"Prepayment and Yield Considerations — Yield Considerations With Respect to the Certificates"*.

For a more detailed discussion of these factors, see *"Prepayment and Yield Considerations"* and *"Description of the Mortgage Loans"*.

Servicing Transfers May Cause the Certificates to Suffer Delays or Shortfalls in Payments

A transfer of servicing may result in losses and/or delinquencies on the Mortgage Loans and could adversely affect the servicing of the related Mortgage Loans for a period of time. For example, transfers of servicing involve the risk of disruption in collections due to data input errors, misapplied or misdirected payments, system incompatibilities and other reasons (**"Servicing Transfer Risks"**).

Investors should note that, because of Servicing Transfer Risks, there is generally a rise in delinquencies associated with such transfers of servicing. Such increase in delinquencies may result in losses, which, to the extent they are not absorbed by credit enhancement or mitigated by the Guarantee, will cause losses or shortfalls to be incurred by the holders of the Certificates. There can be no assurance as to the extent or duration of any disruptions associated with any such transfer of servicing or as to the resulting effects on the yield on the Certificates.

The Performance of the Mortgage Loans Could be Dependent on the Servicer

The performance of the Servicer servicing the Mortgage Loans could have an impact on the amount and timing of collections on the Mortgage Loans and the rate and timing of the occurrence of Realized Losses with respect thereto. As described under *"The Pooling and Servicing Agreement"* below, the Servicer is generally required to service the Mortgage Loans in accordance with applicable law and the Servicing Requirements. The Servicer is servicing for the benefit of the Trust.

It is possible that servicing of the Mortgage Loans may be transferred in the future as a result of the occurrence of unremedied events of default or in the event of a Servicing Control Trigger. It is possible that the transfer of the rights, duties and obligations of the Servicer under the Pooling and Servicing Agreement to the successor servicer could adversely affect the servicing of the Mortgage Loans. For example, transfers of servicing involve the risk of disruption in collections due to data input errors, misapplied or misdirected payments, system incompatibilities and other reasons. In connection with any such transfer, the rate of delinquencies and defaults on the Mortgage Loans could increase and the timely transfer of collections on the Mortgage Loans by the Servicer to the Securities Administrator could be affected, either of which could result (in the absence of the Guarantee) in reductions or delays in the distributions on the Guaranteed Certificates.

Additionally, in the event of the Servicer's bankruptcy, the Trustee may face delays in terminating the Servicer as the termination right in the Pooling and Servicing Agreement upon a Servicer Event of Default relating to insolvency is generally subject to the bankruptcy court's automatic stay.

Further financial difficulties of the Servicer may be exacerbated by higher delinquencies and defaults that reduce the value of its mortgage loan portfolio, requiring the sale of such portfolio at a greater discount to par. In addition, the costs of servicing an increasingly delinquent mortgage loan portfolio may rise without a corresponding increase in servicing compensation. The Servicer may also be the subject of governmental investigations and litigation, which could have the potential to impact the financial condition of the Servicer. In addition, any regulatory oversight, proposed legislation and/or governmental intervention may have an adverse impact on the Servicer. See *"— Potential Developments Affecting Select Portfolio Servicing, Inc."* These factors, among others, may have the overall effect of increasing costs and expenses of the Servicer while at the same time decreasing servicing cash flow, which may, in turn, have a negative impact on the ability of the Servicer to perform its obligations with respect to the Mortgage Loans, which could affect the amount and timing of collections on the Mortgage Loans and the rate and timing of the occurrence of losses with respect thereto.

Investors should also note that the economic dislocation caused by COVID-19 is also expected to adversely impact mortgage loan servicers, including the Servicer, and such impact could be severe. As a result of the potential increase in delinquencies by mortgage loan borrowers due to job losses resulting from COVID-19 and the possibility for entering into a significant number of Temporary Forbearance Plans with mortgage loan borrowers as described above, it is possible that mortgage loan servicers, including the Servicer, will not have the available liquidity to make advances as required pursuant to the terms of the Pooling and Servicing Agreement. Only certain Servicing Advances as described in this Offering Circular are required to be made on the Mortgage Pool. The Servicer may reimburse itself for advances related to tax and insurance or comparable advances. As further described below, the mortgage loan servicing industry is seeking additional guidance and potential relief from regulators regarding its ability to make delinquency advances in light of the COVID-19 pandemic, but no assurance can be made that any such relief will be granted or be sufficient to assist the Servicer. On April 4, 2020, a coalition of mortgage and finance industry leaders requested that federal regulators take action to assist the performance of the mortgage finance market in light of significant numbers of borrowers requesting temporary forbearance on their mortgage loans. As the CARES Act mandates that all borrowers with government-backed mortgages (including the Mortgage Loans and other mortgages securitized by Freddie Mac) be allowed to delay at least 180 days of monthly payments (followed by another period of 180 days if the borrower requests it) and mortgage loan servicers are expected to advance such unpaid amounts in certain transactions, servicers have come upon increased financial pressure as mortgage delinquencies rates are expected to continue to increase (while no such principal or interest advances will be made on the Mortgage Loans, if the Servicer is required to make such advances on other mortgage loans that it services, such advances may adversely impact the financial position of the Servicer).

Any reasonable servicing transfer costs of the successor servicer incurred in connection with the transfer of servicing from the predecessor Servicer will be paid by the predecessor Servicer. In the event that the predecessor Servicer fails to reimburse the successor servicer for such costs within a reasonable period of time, the successor servicer will be entitled to reimbursement from the assets of the Trust as described under *"The Pooling and Servicing Agreement — Successor Servicer"*.

The Servicer's Discretion Over the Servicing of the Mortgage Loans May Impact the Amount and Timing of Funds Available to Make Distributions on the Certificates

The Servicer is obligated to service the Mortgage Loans in accordance with applicable law and the Servicing Requirements. See *"The Pooling and Servicing Agreement"*. The Servicer has some discretion in servicing the Mortgage Loans as it relates to the application of the Servicing Requirements. Maximizing collections on the Mortgage Loans is not the Servicer's only priority in connection with servicing the Mortgage Loans. Consequently, the manner in which the Servicer exercises its servicing discretion or changes its customary servicing procedures could have an impact on the amount and timing of principal collections and Realized Losses on the Mortgage Loans, which may impact the amount and timing of principal distributions to be made on, and Certificate Writedown Amounts allocated to, the Certificates.

Risks Relating to Insolvency of the Servicer

If the Servicer were to enter bankruptcy, it may cease operations and therefore stop servicing the Mortgage Loans and real estate owned (**"REO"**) properties. Alternatively, it may continue in business, but reject the Pooling and Servicing Agreement and therefore no longer be obligated to perform under the Pooling and Servicing Agreement. The Servicer may also have the power, subject to approval of the Bankruptcy Court, to assign its rights and obligations as Servicer to a third-party without the consent, and even over the objection, of the Guarantor, the Trustee or the Certificateholders. If the Servicer were in bankruptcy, despite the terms of the Pooling and Servicing Agreement, the Guarantor, the Trustee or the Certificateholders may be prohibited from, or face delays in, terminating the Servicer and appointing a successor servicer.

Risks Related to Failure of the Servicer to Perform; Replacement of the Servicer

If the Servicer is unable to perform all of its obligations under the Pooling and Servicing Agreement, such failure could result in reductions or delays in payments on the Certificates.

It is possible that the resignation or termination of the Servicer and the transfer of the rights, duties and obligations of the Servicer under the Pooling and Servicing Agreement, including servicing e-mortgages, to a successor servicer could adversely affect the servicing of the Mortgage Loans. For example, transfers of servicing involve the risk of disruption in collections due to data input errors, misapplied or misdirected payments, system incompatibilities and other reasons. If such a transfer were to take place, the rate of delinquencies and defaults on the related Mortgage Loans could increase, resulting in reductions or delays in the payments on the Certificates.

Risks Relating to Failure of the Collateral Administrator to Perform; Replacement of the Collateral Administrator; Insolvency of the Collateral Administrator

The Collateral Administrator will provide certain services in accordance with the best interests of the Certificateholders and the accepted servicing practices. In addition, the Collateral Administrator has the right to direct or provide consent to the sale of any Seriously Delinquent Mortgage Loans in connection with the Servicer's exercise of the Loan Sale Right. See *"The Collateral Administrator"* in this Offering Circular for a more detailed description of the duties of the Collateral Administrator and *"The Pooling and Servicing Agreement — Sale of Seriously Delinquent Mortgage Loans"* for more information on the sale of Seriously Delinquent Mortgage Loans.

If the Collateral Administrator is unable to perform or fails to properly perform any of its obligations under the Pooling and Servicing Agreement, such failure could result in reductions or delays in payments on the Certificates. It is possible that the resignation or termination of the Collateral Administrator and the transfer of the rights, duties and obligations of the Collateral Administrator under the Pooling and Servicing Agreement to a successor collateral administrator could adversely affect the timely identification of Material Breaches and subsequent breach review of the Mortgage Loans during the Warranty Period. For example, the identification of potential breaches of Representations and Warranties may be disrupted due to delays in the collection of information needed to substantiate a Material Breach, as well as a delay in the submission of complete Notices of Breach or Indemnification and other duties. If such a transfer were to take place, a delay in the breach review process could result in the inability of the Seller to cure any Material Breaches, resulting in reductions or delays in payments on the Certificates.

Additionally, if the Collateral Administrator were to enter bankruptcy, it may cease operations and therefore stop performing. Alternatively, it may continue in business, but reject the Pooling and Servicing Agreement and therefore no longer be obligated to perform under the Pooling and Servicing Agreement. The Collateral Administrator may also have the power, subject to approval of the Bankruptcy Court, to assign its rights and obligations as Collateral Administrator to a third-party without the consent, and even over the objection, of the Majority Representative, the Guarantor, the Trustee or the Certificateholders. If the Collateral Administrator were in bankruptcy, then, despite the terms of the Pooling and Servicing Agreement, the Majority Representative, the Guarantor, the Trustee or the Certificateholders may be prohibited from, or face delays in, terminating the Collateral Administrator and appointing a successor collateral administrator.

Prior Servicers May Not Have Followed the Requirements of Our Guide and Other Servicing Standards

The Mortgage Loans have been serviced by one or more servicers (including the entity that will act as Servicer on the Closing Date) prior to the Closing Date under servicing standards set forth in the Guide or as otherwise set forth by Freddie Mac. There is a risk that any prior servicer may not have followed such requirements, which may result in the Mortgage Loans experiencing a higher rate of Realized Losses than if the Mortgage Loans had been serviced in accordance with such requirements.

Mortgagors May Have, or May in the Future Incur, Additional Indebtedness Secured by Mortgaged Properties Securing the Mortgage Loans

Mortgagors may generally obtain additional mortgage loans secured by their respective properties at any time and we are not generally entitled to receive notification when a mortgagor does so. Therefore, it is possible that with respect to certain of the Mortgage Loans, a lender may have originated a subordinate mortgage loan on the same mortgaged property. No such subordinate mortgage loans are included in the mortgage pool. However,

no assurance can be made as to whether there are any Mortgage Loans (i) that were originated with simultaneous second liens, (ii) that still have second liens outstanding after their modification, or (iii) for which the related mortgagors subsequently received second lien mortgage loans. If such a post-origination subordinate mortgage is obtained with respect to a Mortgage Loan, this additional indebtedness could increase the risk that the value of the related mortgaged property is less than the total indebtedness secured by such mortgaged property and could increase the risk of losses on such Mortgage Loan. The existence of subordinate mortgage liens may adversely affect default rates because the related mortgagors must make two or more monthly payments and also because such subordinate mortgages will result in an increased combined loan-to-value of the mortgage loans. A default on a subordinate mortgage loan could cause the related mortgaged property to be foreclosed upon at a time when the first mortgage loan remains current as to scheduled payments. If this should occur with respect to any Mortgage Loans, it may affect prepayment rates on such Mortgage Loans and could result in increased losses with respect to such Mortgage Loans, which could result in Certificate Writedown Amounts being allocated to the Certificates. Further, with respect to any Mortgage Loans that have subordinate lien mortgages encumbering the same mortgaged properties, the risk of Realized Losses may be increased relative to Mortgage Loans that do not have subordinate financing, since mortgagors who have subordinate lien mortgages have less equity in the mortgaged property. Freddie Mac has not independently verified the existence of any subordinate liens on the mortgaged properties securing the Mortgage Loans, and any information provided in this Offering Circular as to subordinate liens on any mortgaged properties securing the Mortgage Loans is based solely on the representation made by the related seller of the Mortgage Loans in connection with Freddie Mac's acquisition of the related Mortgage Loans.

Geographic Concentration May Increase Risk of Losses Due to Adverse Economic Conditions or Natural Disasters

As of the Cut-Off Date, approximately 12.91%, 12.21%, 6.86%, 6.24% and 5.24% of the Mortgage Loans by aggregate Unpaid Principal Balance are secured by mortgaged properties located in California, Florida, New York, Georgia and New Jersey, respectively. If the regional economy or housing market weakens in any of those states or any other state or region having a significant concentration of mortgaged properties underlying the Mortgage Loans, the Mortgage Loans may experience higher rates of Realized Losses, which could result in higher prepayments or losses, absent the Guarantee, on the Guaranteed Certificates. Additionally, states in the Gulf coast region and southeastern and northeastern Atlantic coast, the New England area, California, Oklahoma, Colorado, Texas, North Carolina and other regions have experienced natural disasters or other events, including earthquakes, fires, floods, tornadoes, mudslides, hurricanes, volcanic eruptions and pandemics (such as COVID-19) which may adversely affect mortgagors and mortgaged properties. Mortgagors whose mortgaged properties are located outside of an area that has experienced a natural disaster may be adversely affected if their place of employment is located in the area impacted by such natural disaster. Any concentration of mortgaged properties in a state or region may present unique risk considerations. No assurance can be given as to the effect of natural disasters on delinquencies and losses on any of the Mortgage Loans secured by the mortgaged properties that might be damaged by such natural disasters or on any other Mortgage Loans. In the event of a natural disaster the Servicer may offer relief, such as a deferral of a payment or permanent modification of the terms of a mortgage loan, to affected mortgagors. Furthermore, to the extent that the Mortgage Loans are concentrated in states that have implemented moratoriums on foreclosures and evictions in efforts to stem the impact of COVID-19, amounts received with respect to such Mortgage Loans may be significantly reduced which will adversely impact the amount of funds available to make distributions on the Certificates.

Any deterioration in housing prices in a state or region due to adverse economic conditions (including those due in whole or in part, to shutdowns of the federal, state or local government(s)), natural disasters (including those due in whole or in part, to changes in climate) or other factors (such as pandemics), and any deterioration of the economic conditions or natural disasters in a state or region that adversely affects the ability of mortgagors to make payments on the Mortgage Loans, may result in losses on Mortgage Loans and Certificate Writedown Amounts being allocated to the Certificates.

See Appendix A for further information regarding the geographic concentration of the Mortgage Loans.

Mortgage Loans Made to Certain Mortgagors May Present a Greater Risk

Realized Losses on certain Mortgage Loans may be higher as a result of the related mortgagors' circumstances. Mortgagors of certain Mortgage Loans may have less steady or predictable income than others, which may increase the risk of these mortgagors not making timely payments. Further, mortgagors who are significantly increasing their housing payments may have difficulties adjusting to their new housing debt even though their debt-to-income ratios may be within guidelines. These mortgagors may present a greater risk of default as a result of their circumstances. Investors should consider that a higher number of mortgagors that have these types of issues may result in increased losses on the Mortgage Loans that would result in Certificate Writedown Amounts being allocated to the Certificates.

Proposals to Acquire Mortgage Loans by Eminent Domain May Adversely Affect Your Certificates

The County Board of Supervisors of San Bernardino, California in 2012 approved a joint exercise of powers agreement among the County of San Bernardino, California, the City of Ontario, California and the City of Fontana, California to establish a joint powers authority (the **"Authority"**) to implement a program to assist homeowners in those jurisdictions who are obligated on residential mortgage loans with outstanding balances in excess of the market value of the mortgaged properties. The proposed program included authorization for the Authority to acquire any such mortgage loans by voluntary purchase or eminent domain and to modify those mortgage loans to allow homeowners to continue to own and occupy their homes. Although the Authority has since rejected such a program, other local governments have taken similar steps to consider how the power of eminent domain could be used to acquire residential mortgage loans.

There is no certainty as to whether any governmental entity will take steps to acquire any mortgage loans under such a program, whether any mortgage loans sought to be purchased will be mortgage loans held in securitization trusts, what purchase price would be paid for any such mortgage loans, and whether additional governmental entities may consider and ultimately pass similar legislation. Any such actions could have a material adverse effect on the market value of residential mortgage-backed certificates such as the Certificates. There is also no certainty as to whether any such action without the consent of investors would face legal challenge, and, if so, the outcome of any such challenge.

If a governmental entity implements a program under which it has the power to acquire residential mortgage loans through the exercise of eminent domain, and the governmental entity proposes to acquire a Mortgage Loan out of the Trust, the Servicer is required to notify the Trustee of such proposed acquisition and obtain a valuation on the related mortgaged property in the form of a broker's price opinion or another valuation method that it deems appropriate. The Trustee may also request the Servicer to engage a third-party to review each such Mortgage Loan to determine whether the payment offered by such governmental entity is the fair market value of the Mortgage Loan, and the Servicer may engage legal counsel to assess the legality of the governmental entity's proposed action and whether there are bona fide legal grounds for contesting the acquisition. Based on the results of these determinations, the Servicer may contest such an acquisition through appropriate legal proceedings. If certain conditions are satisfied, the Certificateholders may direct the Trustee to pursue such an action. These procedures may take substantial time, which could result in delays, increased costs and losses to Certificateholders.

Statutory and Judicial Limitations on Foreclosure Procedures May Delay Recovery in Respect of the Mortgaged Properties and, in Some Instances, Limit the Amount That May Be Recovered by the Servicer, Resulting in Realized Losses on the Mortgage Loans That Might Be Allocated to the Certificates

Foreclosure procedures may vary from state to state. Two primary methods of foreclosing a mortgage instrument are judicial foreclosure, involving court proceedings, and non-judicial foreclosure pursuant to a power of sale granted in the mortgage instrument. A foreclosure action is subject to most of the delays and expenses of other lawsuits if defenses are raised or counterclaims are asserted. Delays may also result from difficulties in locating necessary defendants. Non-judicial foreclosures may be subject to delays resulting from state laws mandating the recording of notice of default and notice of sale and, in some states, notice to any party having an interest of record in the real property, including junior lienholders. Some states have adopted "anti-deficiency" statutes that limit the ability of a lender to collect the full amount owed on a loan if the property sells at

foreclosure for less than the full amount owed. In addition, United States courts have traditionally imposed general equitable principles to limit the remedies available to lenders in foreclosure actions that are perceived by the court as harsh or unfair. The effect of these statutes and judicial principles may be to delay and/or reduce distributions in respect of the Certificates. Additionally, Mortgage Loans originated as e-mortgages may experience delays in foreclosure. See *"Certain Legal Aspects of the Mortgage Loans — Foreclosure"*.

In August 2018, the Court of Appeals of Maryland (the **"Court of Appeals"**), the highest court in that state, held that (i) a party who authorizes a foreclosure action on a deed of trust need not be licensed as a collection agency in the state under the Maryland Collection Agency Licensing Act (the **"MCALA"**) before filing the foreclosure lawsuit, and (ii) statutory trusts formed outside of Maryland are outside of the scope of the collection agency industry regulated and licensed under the MCALA. As the Trust is a New York common law trust, it is possible that this recent decision by the Court of Appeals supports a conclusion that the Trust need not be licensed as a collection agency under the MCALA in order for the Servicer to foreclose on Maryland mortgages that were in default at the time they were securitized. However, the Court of Appeals' decision is limited to the unique facts presented in that case and many issues were not explicitly addressed by it, including the treatment of foreign common law trusts. Accordingly, it is possible that a Maryland court could determine that common law trusts, such as the Trust, are separate and distinct from statutory trusts and that such trusts must be licensed under the MCALA as collection agencies in order to initiate a valid foreclosure action or undertake other collection related activities in Maryland.

As of the Cut-Off Date, approximately 4.59% of the Mortgage Loans by aggregate Unpaid Principal Balance are secured by mortgaged properties located in Maryland.

Several lawsuits were filed in numerous jurisdictions challenging Freddie Mac's statutory exemption from transfer taxes imposed on the transfer of real property for which Freddie Mac was the grantor or grantee. Many jurisdictions refused to honor Freddie Mac's exemption during the pendency of the lawsuits, requiring the payment of transfer taxes in order to record deeds transferring property to and/or from Freddie Mac following the foreclosure of a mortgage. Freddie Mac successfully defended these lawsuits, and Freddie Mac's statutory exemption from transfer taxes has been upheld by the courts. However, the Trust may face similar challenges to its exemption when it obtains title to REO properties.

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

Recently courts and administrative agencies have been enforcing more strictly existing rules regarding the conduct of foreclosures and, in some circumstances, have been imposing new rules regarding foreclosures. Some courts have delayed or prohibited foreclosures based on alleged failures to comply with technical requirements. State legislatures have been enacting new laws regarding foreclosure procedures. In addition, more mortgagors are bringing legal actions, or filing for bankruptcy, to attempt to block or delay foreclosures. Additionally, Mortgage Loans originated as e-mortgages may experience delays in foreclosure. As a result, the Servicer may be subject to delays in conducting foreclosures and the expense of foreclosures may increase, resulting in delays or reductions in distributions on the Certificates.

Some mortgagors have been successful in challenging or delaying foreclosures based on technical grounds, including challenges based on alleged defects in the mortgage loan documents and challenges based on alleged defects in the documents under which the mortgage loans were securitized. In a number of cases, such challenges have delayed or prevented foreclosures. It is possible that there will be an increase in the number of successful challenges to foreclosures by mortgagors. Curing defective documents required to conduct a foreclosure will cause delays and increase costs, which could result in Realized Losses on the Mortgage Loans. Further, the Servicing Requirements will require the Servicer to exhaust various loss mitigation options prior to proceeding with foreclosure and the final servicing rules promulgated by the Consumer Financial Protection Bureau (**"CFPB"**), which took effect on January 10, 2014, require servicers, among other things, to exhaust all feasible loss mitigation options before proceeding with foreclosures, which, in each case, will have the effect of delaying foreclosures of Mortgage Loans in certain instances.

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

Although the mortgaged properties securing the Mortgage Loans and REO properties may be covered by insurance policies, such as hazard insurance or flood insurance, no assurance can be made that the proceeds from such policies will be used to repay any amounts owed in respect of such Mortgage Loans or will be used to make improvements to the mortgaged properties that have values that are commensurate with the value of any of the damaged improvements. In addition, even though an insurance policy may cover the "replacement cost" of the improvements on any mortgaged property, the proceeds of such insurance policy may not be sufficient to cover the actual replacement cost of such improvements or the appraised value of the improvements on any mortgaged property. No assurance can be given that the insurer related to any insurance policy will have sufficient financial resources to make any payment on any insurance policy or that any such insurer will not challenge any claim made with respect to any such insurance policy resulting in a delay or reduction of the ultimate insurance proceeds, which could have a material adverse effect on the performance of the Certificates. Insurance premiums will be reimbursed to the Servicer upon liquidation of the related REO property.

Delays in Liquidation; Liquidation Proceeds May Be Less Than Mortgage Loan Balance

Substantial delays in distribution of principal on the Certificates could be encountered in connection with the liquidation of delinquent Mortgage Loans. Delays in foreclosure proceedings (particularly in light of the closures and moratoriums arising with respect to COVID-19) may ensue in certain states experiencing increased volumes of delinquent mortgage loans. Further, reimbursement of Servicing Advances made by or caused to be made by the Servicer and liquidation expenses may reduce the Net Liquidation Proceeds related to such Mortgage Loans and may result in greater Realized Losses on the Mortgage Loans. Servicing Advances could result in a substantial reduction in the amount of any Liquidation Proceeds received with respect to the related Mortgage Loans.

Helping Families Save Their Homes Act

The Helping Families Save Their Homes Act of 2009, Public Law 111-22, 123 Stat. 1632, effective as of May 20, 2009, amended the Truth in Lending Act (**"TILA"**) to require creditors that are the new owner or assignee of a mortgage loan secured by a borrower's principal dwelling to mail or deliver notice to borrowers of the sale or transfer of their mortgage loan no later than thirty (30) days after a sale or transfer. In implementing this change to TILA, the CFPB amended Regulation Z, effective January 1, 2011, to impose this requirement on a newly defined category of "covered persons", including those who are not creditors, when that covered person acquires a mortgage loan. As a result, the Servicer, on behalf of the Trust will be required to mail or deliver these notices reflecting the ownership of the Mortgage Loans by the Trust. Failure to comply with these notice requirements may result in civil claims for compensatory and punitive damages against the Trust. Any judgment against, or settlement by, the Trust relating to these violations would reduce the funds otherwise available for distribution to investors, and may result in shortfalls or losses on the Certificates.

Impact of Potential Military Action and Terrorist Attacks

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

The Servicemembers Civil Relief Act (the **"Relief Act"**) and similar state military relief laws relating to servicemembers may require payment reduction or foreclosure forbearance to some mortgagors and their dependents. Moreover, federal and state agencies have deferred, reduced or forgiven and may continue to defer, reduce or forgive payments and delay foreclosure proceedings for Mortgage Loans to mortgagors affected in some way by possible future military action, deployment or terrorist attacks whether or not they are servicemembers or their dependents. Any such delays may impact the Guaranteed Certificates.

Environmental Risks

Real property (either owned outright or pledged as security for a mortgage loan) may be subject to certain environmental risks that could result in losses on the Mortgage Loans. Under the laws of certain states, contamination of a property may give rise to a lien on the property to assure the costs of cleanup. In several states, such a lien has priority over the lien of an existing mortgage against such property. In addition, under the laws of some states and under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (**"CERCLA"**), a lender may be liable (and an owner will be liable) as an "owner" or "operator," for costs of addressing releases or threatened releases of hazardous substances that require remedy at a property, if agents or employees of the lender have become sufficiently involved in the operations of the borrower, regardless of whether or not the environmental damage or threat was caused by a prior owner. See *"Certain Legal Aspects of the Mortgage Loans — Environmental Legislation"*. A lender also risks such liability on foreclosure of the mortgage. Any such lien arising with respect to a mortgaged property would adversely affect the value of such mortgaged property and could make impracticable the foreclosure on such mortgaged property in the event of a default by the related borrower. In addition, certain environmental laws impose liability for releases of asbestos into the air. Third parties may seek recovery from owners or operators of real property for personal injury associated with exposure to asbestos, lead paint, radon or other hazardous substances. Property owners in some areas have recently been subject to liability claims associated with mold.

Forfeiture for Drug, RICO and Money Laundering Violations

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 of America. The offenses which can trigger such a seizure and forfeiture include, among others, violations of the Racketeer Influenced and Corrupt Organizations Act, the Bank Secrecy Act, the anti-money laundering laws and regulations, including the USA Patriot Act of 2001 and the regulations issued pursuant to that Act, as well as the narcotic drug laws. In many instances, the United States may seize the property even before a conviction occurs.

In the event of a forfeiture proceeding, a lender may be able to establish its interest in the property by proving that (1) 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 (2) the lender, at the time of the execution of the mortgage, "did not know or was reasonably without cause to believe that the property was subject to forfeiture." However, there is no assurance that such a defense will be successful. See "*Certain Legal Aspects of the Mortgage Loans*".

Governance and Regulation

The Dodd-Frank Act and Related Regulation May Adversely Affect Our Business Activities and the Trust

The Dodd-Frank Act, which was signed into law on July 21, 2010, significantly changed the regulation of the financial services industry and could affect the purchase and servicing of loans, in substantial and unforeseeable ways and have an adverse effect on the Mortgage Loans and the operations of the Servicer. The Dodd-Frank Act and related current and future regulatory changes could affect the servicing value of the Mortgage Loans and require the Servicer to change certain business practices relating to the Mortgage Loans, resulting in the servicing of Mortgage Loans being significantly more expensive. The Servicer will also face a more complicated regulatory environment due to the Dodd-Frank Act and related current and future regulatory changes, which will increase compliance and operational costs. It is possible that any such changes will adversely affect the servicing of the Mortgage Loans.

Implementation of the Dodd-Frank Act was accomplished through numerous rulemakings by the CFPB and other federal agencies and entities. For example, the CFPB issued a final rule, which became effective on January 10, 2014, specifying the characteristics of a "qualified mortgage". In addition, certain legislative initiatives, if adopted, could modify Dodd-Frank Act requirements and related regulatory requirements. It could be difficult for the Servicer to comply with any future regulatory changes in a timely manner, due to the potential scope and number of such changes, which could interfere with the servicing of the Mortgage Loans, limit default

management and the Servicer's loss mitigation options and lead to an increased likelihood of Certificate Writedown Amounts.

Further, the final servicing rules promulgated by the CFPB to implement certain sections of the Dodd-Frank Act, effective January 10, 2014, require servicers to, among other things, make good faith early intervention efforts to notify delinquent mortgagors of loss mitigation options and, to the extent that loss mitigation options are offered to mortgagors, to implement loss mitigation procedures and if feasible, exhaust all loss mitigation options before initiating foreclosure. All of the Mortgage Loans secured by principal residences are subject to the CFPB servicing rules. It is possible that the Servicer's failure to comply with these servicing protocols could adversely affect the value of the Certificates.

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

The federal government, state and local governments, consumer advocacy groups and others continue to urge servicers to be aggressive in modifying mortgage loans to avoid foreclosure, and federal, state and local governmental authorities have enacted and continue to propose numerous laws, regulations and rules relating to mortgage loans generally, and foreclosure actions particularly. For example, the CFPB released final rules relating to mortgage servicing, which became effective on January 10, 2014, that prohibit a servicer from, among other things, commencing a foreclosure until a mortgage loan secured by a principal residence is more than one hundred and twenty (120) days delinquent and could delay foreclosure even beyond that time period if the mortgagor applies for a loss mitigation option, such as a modification (*e.g.*, interest payments on the Mortgage Loans could be reduced and, in certain instances, forgiveness of amounts due under the note). If the rate of modifications due to government actions increase it could have an adverse effect on the Certificates. The final rules, among other things, also require servicers to provide certain notices, follow specific procedures relating to loss mitigation and Foreclosure Alternatives and establish protocols such as assuring that the mortgagor be able to contact a designated person(s) at the servicer to facilitate communications. The expense of complying with these CFPB servicing standards for a servicer may be substantial.

Any of these laws, regulations and rules may provide new defenses to foreclosure, insulate the Servicer from liability for modification of loans without regard to the terms of the Pooling and Servicing Agreement or result in limitations on upward adjustment of mortgage interest rates, reduced payments by mortgagors, permanent forgiveness of debt, increased prepayments due to the availability of government-sponsored refinancing initiatives and/or increased reimbursable servicing expenses. This may result in delays in payments on the Mortgage Loans and lead to increased Certificate Writedown Amounts. In addition, these laws, regulations and rules may increase the likelihood of a modification of a Mortgage Loan with respect to a delinquent mortgagor rather than a foreclosure.

Several courts and state and local governments and their elected or appointed officials also have taken steps to slow the foreclosure process or prevent foreclosures altogether. A number of these laws have been enacted, including in California. These laws, regulations and rules will result in delays in the foreclosure process, and may lead to reduced payments by mortgagors or increased reimbursable servicing expenses. For example, on February 9, 2012, HUD, and attorneys general representing forty-nine (49) states and the District of Columbia reached a settlement agreement with five (5) large mortgage servicers in connection with servicing and foreclosure issues. Consent judgments implementing the agreement were filed in the U.S. District Court in Washington, D.C. in March 2012. The settlement agreement provides for financial relief for homeowners, including mortgage loan principal reduction, refinancing and increased benefits and protections for servicemembers and veterans, and requires a comprehensive reform of mortgage servicing practices for the five (5) servicers. It is possible that future actions against additional servicers will result in similar agreements with similar terms, or that regulations or rules enacted by the CFPB or other governmental entities could require a servicer to implement these types of reforms with respect to the Mortgage Loans. In addition, the State of California enacted in 2012 a "Homeowner's Bill of Rights", which requires similar changes in delinquent loan servicing and foreclosure procedures and creates a private right of action permitting mortgagors to bring legal actions against lenders who violate the law. Any such changes to the servicing procedures could lead to higher defaults by mortgagors on their Mortgage Loans and lower liquidation proceeds due to, among other things,

higher servicing expenses and related Servicing Advances and therefore result in an increase in Realized Losses or reductions in yield.

As a result of COVID-19 and other national emergencies, additional legislative initiatives may continue to be introduced and there can be no assurance what effect any such programs will have on the transaction parties, the performance of the Mortgage Loans or the Certificates.

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

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

Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Trust

In addition to the Dodd-Frank Act and the possible reform of Freddie Mac and Fannie Mae discussed in this Offering Circular, our business operations and those of the Servicer may be adversely affected by other legislative and regulatory actions by federal, state, and local governments, including by legislation or regulatory action that changes the loss mitigation, pre-foreclosure, foreclosure and REO management and disposition processes. For example, various states and local jurisdictions have implemented mediation programs designed to bring servicers and mortgagors together to negotiate workout options. These actions could delay the foreclosure process, increase expenses, including by potentially delaying the final resolution of Seriously Delinquent Mortgage Loans and the disposition of non-performing assets, and lead to increased Certificate Writedown Amounts. Freddie Mac and the Servicer could also be affected by any legislative or regulatory changes that would expand the responsibilities and liability of the Servicer and assignees for maintaining vacant properties prior to foreclosure. FHFA has required Freddie Mac to include a requirement in the Pooling and Servicing Agreement that mandates that the Servicer pursue foreclosure if it is unable to enter into an alternative to foreclosure or otherwise donate mortgage loans generally to a third-party, despite the fact that the foreclosure process and resulting maintenance and disposition of the related REO property, including any liability and clean-up costs associated with a property, present a risk of ownership (e.g., environmental or similar owner/operator liability) that exceeds the value of the property. These laws and regulatory changes could significantly expand mortgage costs and liabilities leading to negative effects on the Trust. The Trust could also be affected by legislative or regulatory changes that require principal reductions or forgiveness, including through the bankruptcy process, which could also affect how we determine principal prepayments. These laws and regulations are sometimes created with little or no advance warning and Freddie Mac and the Servicer may have limited ability to participate in the legislative or regulatory process.

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

In August 2014, the SEC adopted substantial revisions to Regulation AB and other rules regarding the offering process, disclosure and reporting for asset-backed securities. Among other things, the changes require (i) enhanced disclosure of loan level information at the time of securitization and on an ongoing basis, (ii) that the transaction agreements provide for review of the underlying assets by an independent asset representations reviewer if certain trigger events occur and (iii) periodic assessments of an asset-backed security issuer's continued ability to conduct shelf offerings. Also in August 2014, the SEC issued final rules encompassing a broad category of new and revised rules applicable to NRSROs. These rules include provisions that require

(i) issuers or underwriters of rated asset-backed securities to furnish a Form ABS-15G that contains the findings and conclusions of reports of third-party due diligence providers, (ii) third-party due diligence providers to provide a form with certain information to NRSROs regarding their due diligence services, findings and conclusions, and a certification as to their review and (iii) NRSROs to make publicly available the forms provided by any third-party due diligence providers. In addition, pursuant to the Dodd-Frank Act, in October 2014, the SEC and other regulators adopted risk retention rules, effective for certain securitizations issued on or after December 24, 2015, that require, among other things, that a sponsor, its affiliate or certain other eligible parties retain at least 5% of the credit risk underlying a non-exempt securitization, and in general prohibit the transfer or hedging of, and restrict the pledge of, the retained credit risk; the risk retention rules took effect on December 24, 2015 for non-exempt residential mortgage-backed securities transactions issued on or after such date, and on December 24, 2016, for all other non-exempt securitizations, issued on or after such date. See *"Description of the Mortgage Loans — Credit Risk Retention"* for a discussion of the application of these rules in this transaction and a discussion of why Freddie Mac will not retain credit risk pursuant to these risk retention rules.

Investors should be aware and in some cases are required to be aware of the due diligence requirements (the **"EU Due Diligence Requirements"**) which under Article 5 of Regulation (EU) 2017/2402 (the **"EU Securitization Regulation"**) apply to certain types of EU- and UK-regulated investors (**"Institutional Investors"**), including institutions for occupational retirement, credit institutions, alternative investment fund managers who manage and/or market alternative investment funds in the EU or the UK, certain investment firms, insurance and reinsurance undertakings and management companies of UCITS funds (or internally managed UCITS). Among other things, the EU Due Diligence Requirements restrict an Institutional Investor from investing in a securitization unless the Institutional Investor has verified that:

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

(b) the originator, sponsor or original lender of the securitization (i) retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, determined in accordance with Article 6 of the EU Securitization Regulation (the **"EU Retention Requirement"**), and (ii) discloses the risk retention to Institutional Investors; and

(c) the originator, sponsor or securitization special purpose entity has, where applicable, made available the information required by Article 7 of the EU Securitization Regulation in accordance with the frequency and modalities provided for in Article 7 of the EU Securitization Regulation.

Pursuant to Article 14 of Regulation (EU) 575/2013 (the **"CRR"**), EU credit institutions and investment firms subject to the CRR are required to satisfy the EU Due Diligence Requirements on a consolidated or sub-consolidated basis. In order that such EU and UK credit institutions and investment firms comply with Article 14 of the CRR, their subsidiaries (regardless of where they are established) which are consolidated for regulatory purposes must comply with the EU Due Diligence Requirements.

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

None of the Issuer, Freddie Mac, the Underwriters, the Securities Administrator, the Collateral Administrator, 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 a manner that would satisfy the EU Risk Retention Requirement or to take any other action that may be required by Institutional Investors for the purposes of their compliance with the EU Due Diligence Requirements, and no such person assumes (i) any obligation to so retain or take any such other action or (ii) any liability whatsoever in connection with any Certificateholder's non-

compliance with the EU Due Diligence Requirements. Consequently, the Certificates are not a suitable investment for Institutional Investors. As a result, the price and liquidity of the Certificates in the secondary market may be adversely affected.

Following the end of the transitional period put in place in connection with the departure of the UK from the EU (currently scheduled to end on December 31, 2020), it is anticipated that UK investors will be required to be aware of due diligence requirements under the separate UK securitization regulatory regime which will apply from that time. It is anticipated that these requirements will be the same, or substantially the same, as the EU Due Diligence Requirements. It is not anticipated that the Issuer, Freddie Mac, the Underwriters, the Securities Administrator, the Collateral Administrator their respective affiliates or any other person will take any action which would satisfy the risk retention requirements under the separate UK securitization regulatory regime, or take any other action that may be required by UK institutional investors for the purposes of their compliance with the UK due diligence requirements.

None of the Issuer, Freddie Mac, the Underwriters, the Securities Administrator, their respective affiliates or any other party to the transaction makes any representation to any prospective investor or purchaser of the Certificates regarding the regulatory treatment of their investment in the Certificates on the Closing Date or at any time in the future.

Investors should also independently assess and determine whether they are directly or indirectly subject to capital rules jointly promulgated by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve and the Federal Deposit Insurance Corporation (the **"FDIC"**). Any prospective investor that is subject to these rules should independently assess and determine its ability to comply with the regulatory capital treatment and reporting requirements that may be required with respect to the purchase of a Certificate and what impact any such regulatory capital treatment and reporting requirements may have on the liquidity or market value of the Certificates.

All of these legislative or regulatory actions could have a material adverse impact on the Certificateholders.

Risks Associated with the Investment Company Act

The Trust has not been registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance of the exception provided in Section 3(c)(5)(C) of the Investment Company Act, although other exceptions may be applicable. The Trust has been structured with the intent that it not constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Act.

If the SEC or a court of competent jurisdiction were to find that the Trust is required to register as an investment company under the Investment Company Act, but had failed to do so, possible consequences include, but are not limited to: (i) an application by the SEC to a district court to enjoin the violation; and (ii) any contract to which the Trust is party that is made in violation of the Investment Company Act or whose performance involves such violation may be deemed unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Trust be subjected to any or all of the foregoing, the Trust and Certificateholders could be materially and adversely affected.

In December 2013, the banking regulators and other agencies principally responsible for banking and financial market regulation in the United States adopted final rules under the so-called Volcker Rule under the Dodd-Frank Act, which in general prohibits "banking entities" (as defined therein) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring certain "covered funds" (broadly defined to include any entity that would be an investment company under the Investment Company Act but for the exemptions provided in Section 3(c)(1) or 3(c)(7) thereof) and certain similar funds and (iii) entering into certain relationships with such funds.

Although the Trust does not rely upon the exemptions in Section 3(c)(1) or 3(c)(7) of the Investment Company Act for an exemption from being an investment company under the Investment Company Act, the general effects of the final rules implementing the Volcker Rule remain uncertain.

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

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

Numerous changes to the U.S. federal income tax laws were made in the Tax Cuts and Jobs Act enacted in 2017 (the **"Tax Cuts Act"**). The Tax Cuts Act includes a reduction of the home mortgage interest tax deduction and a limitation on the deductions for state and local taxes, which could reduce home affordability and adversely affect home prices nationally or in local markets. In addition, such limitations on deductions could increase taxes payable by certain borrowers, thereby reducing their available cash and adversely impacting their ability to make payments on the Mortgage Loans, which in turn, could cause a loss on the Certificates.

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

Violation of Various Federal, State and Local Laws May Result in Losses on the Mortgage Loans

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

The Mortgage Loans are also subject to federal laws, including:

- the Truth in Lending Act (**"TILA"**), as amended, and regulations promulgated thereunder;
- the Homeownership and Equity Protection Act (**"HOEPA"**), as amended by the Dodd-Frank Act, and state, county and municipal "high cost" laws and ordinances enacted to combat predatory or abusive lending;
- the Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit;
- the Fair Credit Reporting Act, which regulates the use and reporting of information related to the mortgagor's credit experience;
- the Coronavirus Aid, Relief, and Economic Security Act (**"CARES Act"**); and
- the Real Estate Settlement and Procedures Act (**"RESPA"**), as amended, and Regulation X promulgated thereunder, which impose requirements pertaining to the (a) disclosure of certain terms of mortgage loans prior to origination and during the servicing life of the loan, and (b) mitigation and foreclosure activities, among other requirements.

Depending on the provisions of the applicable law and the specific facts and circumstances involved, violations of these federal or state laws, policies and principles may limit the ability to collect all or part of the principal of, or interest on, the Mortgage Loans, may result in a defense to foreclosure or an "unwinding" or rescission of the Mortgage Loans and may entitle the mortgagor to a refund of amounts previously paid, which may reduce the Liquidation Proceeds received with respect to a Mortgage Loan and therefore, may, absent repurchase of the Mortgage Loan by the Seller, or an indemnification payment by the Seller, increase the Certificate Writedown Amounts allocated to the Certificates. See *"Certain Legal Aspects of the Mortgage Loans"*.

Risks Relating to Freddie Mac

In addition to the risks relating to Freddie Mac set forth below, investors should carefully consider the risk factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2019, which is incorporated in this Offering Circular by reference.

The Conservator May Repudiate Freddie Mac's Contracts, Including Its Guarantee and Other Obligations Related to the Guaranteed Certificates

On September 6, 2008, the FHFA was appointed Freddie Mac's conservator by the Director of the FHFA. See *"Freddie Mac — Conservatorship and Related Matters"*. 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 Guaranteed 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 Seller and as such has certain obligations to repurchase Mortgage Loans or make indemnification payments in the event of Material Breaches. If the conservator were to transfer Freddie Mac's repurchase and indemnification obligations as Seller to another party, holders of the Certificates would have to rely on that party for satisfaction of such repurchase and indemnification obligations and would be exposed to credit risk of that party.

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 laid 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 recommended winding down Freddie Mac and Fannie Mae, stating that the administration would 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 also recommended 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. On March 27, 2019, President Trump issued a memorandum on federal housing finance reform. The President directed the Secretary of the Treasury to develop a plan for administrative and legislative reforms as soon as practicable to achieve housing reform goals that include the following: ending the conservatorships of Freddie Mac and Fannie Mae; facilitating competition in the housing finance market; establishing regulation of Freddie Mac and Fannie Mae that safeguards their safety and soundness and minimizes the risks they pose to the financial stability of the United States; and providing that the federal government is properly compensated for any explicit or implicit support it provides to Freddie Mac and Fannie Mae. On September 5, 2019, pursuant to the presidential memorandum on federal housing finance reform, the Treasury released its housing reform plan. At this time we have no ability to predict what regulatory and legislative policies or actions the Trump administration, Congress or FHFA will pursue with respect to Freddie Mac.

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.

FHFA Could Terminate the Conservatorship by Placing Freddie Mac into Receivership, Which Could Adversely Affect Our Guarantee and Other Performance under the Pooling and Servicing Agreement

Under the Reform Act, FHFA must place us into receivership if the Director of FHFA makes a determination in writing that our assets are, and for a period of sixty (60) days have been, less than our obligations, or if we are not, and for a period of sixty (60) days have not been, generally paying our debts as they become due. FHFA has notified us that the measurement period for any mandatory receivership determination with respect to our assets and obligations would commence no earlier than the SEC public filing deadline for its quarterly or annual financial statements and would continue for sixty (60) days after that date.

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

If FHFA, as receiver, were to repudiate our obligations under the Pooling and Servicing Agreement, the receivership estate would be liable for actual direct compensatory damages as of the date of receivership under the Reform Act. Any such liability could be satisfied only to the extent that our assets were available for that purpose.

Moreover, if Freddie Mac's Guarantee obligations were repudiated, distributions to the holders of the Guaranteed Certificates would be reduced to the extent of payments otherwise payable by Freddie Mac as Guarantor on the Guaranteed Certificates arising on any Distribution Date subsequent to such repudiation. 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 Guaranteed Certificates.

During a receivership, certain rights of the holders of the Certificates under the Pooling and Servicing 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 we are a party, or obtain possession of or exercise control over any property of ours, or affect any contractual rights of ours, without the approval of FHFA as receiver, for a period of ninety (90) days following the appointment of FHFA as receiver.

Freddie Mac is Dependent Upon the Support of Treasury

We are dependent upon the continued support of Treasury in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions. Any deterioration in our financial position and any discontinued support of the Treasury could result in Certificate Writedown Amounts being allocated to the Guaranteed Certificates, in the absence of the Guarantee. See *"Freddie Mac — Purchase Agreement, Warrant and Senior Preferred Stock."*

Freddie Mac's Changes in Business Practices May Negatively Impact the Certificateholders

Freddie Mac has a set of policies and procedures that it follows in the normal course of its business, which are generally described in this Offering Circular. Freddie Mac has indicated that certain of these practices are

subject to change over time, as a result of changes in the economic environment and as a result of regulatory changes and changes in requirements of its regulators, or its Conservator, among other reasons. See *"Freddie Mac — General"* and *"— Conservatorship and Related Matters"*. In undertaking any changes to its practices or its policies and procedures, Freddie Mac may exercise complete discretion and may undertake changes that negatively impact the Certificateholders in pursuing other interests, including, but not limited to, minimizing losses for the taxpayers and complying with requirements put forth by its regulators, among others.

Investment Factors and Risks Related to the Certificates

The Guaranteed Certificates May Not Be Repaid in Full

The Guaranteed Certificates do not represent obligations (or interests in obligations) of any person or entity other than the Trust and Freddie Mac and do not represent a claim against any assets other than those of the Trust. No governmental agency or instrumentality other than Freddie Mac will guarantee or insure payment on the Guaranteed Certificates. If the Trust or Freddie Mac is unable to make distributions on the Guaranteed Certificates, no other assets will be available to you for payment of the deficiency, and you will bear the resulting loss.

Credit Support Available From the Subordinate Certificates Is Limited and May Not Be Sufficient to Prevent Loss on Your Certificates

Although subordination provided by the Subordinate Certificates is intended to reduce the risk of exposure of the Guaranteed Certificates to the allocation of Certificate Writedown Amounts, the amount of such subordination will be limited and may decline under certain circumstances described in this Offering Circular.

If we were to experience significant financial difficulties, or if FHFA placed us in receivership and our guarantor obligation was repudiated as described above in *"— Risks Relating to Freddie Mac,"* the holders of the Guaranteed Certificates may suffer losses as a result of the various contingencies described in this *"Risk Factors"* section and elsewhere in this Offering Circular. The Guaranteed Certificates, including interest thereon, 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 the guarantee obligations of Freddie Mac.

Moreover, certain principal payments on the Mortgage Loans may be distributed to Certificateholders as interest, thereby eliminating or reducing interest shortfalls to the Certificates. See "*Description of the Certificates — Distribution of Available Funds*". Any such principal payments on the Mortgage Loans that are remitted to Certificateholders in the form of interest may result in Certificate Writedown Amounts being allocated to the most junior outstanding Subordinate Certificates, thereby reducing credit support to the Guaranteed Certificates.

Changes in the Market Value of the Certificates May Not Be Reflective of the Performance or Anticipated Performance of the Mortgage Loans

The market value of the Certificates may be volatile (particularly in light of the unknown impact of COVID-19). These market values can change rapidly and significantly and changes can result from a variety of factors. However, a decrease in market value may not necessarily be the result of deterioration in the performance or anticipated performance of the Mortgage Loans. For example, changes in interest rates, perceived risk, supply and demand for similar or other investment products, accounting standards, capital requirements that apply to regulated financial institutions and other factors that are not directly related to the Mortgage Loans can adversely and materially affect the market value of the Certificates.

Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Certificates, Which May Limit Investors' Ability to Sell the Certificates

We note that regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire securities such as the Certificates, 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, Section 619 of the Dodd-Frank Act added a provision,

commonly referred to as the **"Volcker Rule"**, to federal banking laws to generally prohibit various covered banking entities from, among other things, engaging in proprietary trading in securities and derivatives, subject to certain exemptions. The Volcker Rule restricts certain purchases or sales of securities generally and derivatives by banking entities if conducted on a proprietary trading basis. The Volcker Rule's provisions may adversely affect the ability of banking entities to purchase and sell the Certificates.

The appropriate characterization of the Certificates under various legal investment restrictions, and the ability of investors subject to those restrictions to purchase the Certificates, may be subject to significant interpretive uncertainties. No representation is made as to the proper characterization of the Certificates for legal investment purposes, or for risk-weighting, securities valuation, regulatory accounting or other financial institution regulatory regimes of the National Association of Insurance Commissioners, any state insurance commissioner, any federal or state banking authority or any other regulatory body. No representation is made as to the ability of particular investors to purchase Certificates under applicable legal investment restrictions.

Changes in Accounting Rules May Affect You

The Financial Accounting Standards Board recently adopted changes to the accounting standards for investments, such as securities, in interests in securitization vehicles such as the Trust. These changes, and any other future changes in accounting standards, may affect the manner in which you must account for your investment in any securities and, under some circumstances, may require that you consolidate the entire Issuer on your balance sheet. We expect that you will consult your accounting advisors to determine the effect that accounting standards, including the recent changes, may have on you. We make no representation regarding the treatment of any securities or the Trust for purposes of any accounting standards.

Risks Relating to the Redemption Feature

If the Class AF Certificates have not been redeemed by the Majority Representative in connection with its Optional Redemption Right as further described herein or otherwise paid in full by the Distribution Date in September 2030, then effective on the Distribution Date in October 2030 and thereafter, the Class Coupon of the Class AF Certificates will become a floating rate at a per annum rate, not less than 0.000%, equal to the lesser of (i) One-Month LIBOR plus 2.000% and (ii) 7.000%. You should carefully consider the impact of the redemption feature on your potential investment in the Certificates prior to purchasing any Certificates. One-Month LIBOR will be determined using the method described in the definition of "One-Month LIBOR" in this Offering Circular. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Guarantor will determine an alternative index in accordance with the Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"*.

Servicer's Right to Sell Seriously Delinquent Mortgage Loans May Adversely Affect Available Credit Enhancement and Result in Early Payoff of the Certificates

Under the Pooling and Servicing Agreement, beginning on December 1, 2020, the Collateral Administrator may direct or provide consent to the Servicer to sell any Seriously Delinquent Mortgage Loan to an unaffiliated third-party in an arm's length transaction at any time without restriction so long as (i) such sale would result in an economic benefit to the Certificateholders and the Issuer, (ii) the maximum number of Seriously Delinquent Mortgage Loans sold in any calendar year is (and will be after the proposed sale) less than or equal to 5.0% of the total number of Mortgage Loans as of December 31st of the immediately preceding calendar year (or, for the calendar year 2020, as of the Cut-Off Date), (iii) the cumulative number of Seriously Delinquent Mortgage Loans sold is (and will be after the proposed sale) less than or equal to 10.0% of the total number of Mortgage Loans as of the Cut-Off Date and (iv) no later than three business days prior to its commencement of such sale, it notifies the Collateral Administrator of its intention to do so.

Any sales of Mortgage Loans can only be made on circumstances as they exist at the time of sale and may not prove to be an accurate prediction of the value of the Mortgage Loans. The Servicer, however, has no obligation to sell or direct the sale of any Seriously Delinquent Mortgage Loans. Any sales of Seriously Delinquent Mortgage Loans may likely be at a discount to their respective Unpaid Principal Balances, resulting

in realized losses. Sales of Seriously Delinquent Mortgage Loans may adversely affect your yield or result in an earlier payoff than you may expect.

The Certificates May be Retired Early

The Certificates may be retired early if the Optional Redemption Right is exercised as described under *"Summary of Terms — Certificates — Optional Redemption"*. Any such Optional Redemption may result in the receipt of principal on the Certificates prior to the Stated Final Distribution Date or the date anticipated by investors and may reduce prospective investors' yield or cause prospective investors to incur losses on investments in the Certificates.

The Certificates Will Not Be Rated by a Rating Agency on the Closing Date

We have not engaged any nationally recognized statistical rating organization (**"NRSRO"**) to rate the Certificates on the Closing Date and we have no intention to do so in the future. The lack of a rating reduces the potential liquidity of the Certificates and thus may affect the market value of such Certificates. In addition, the lack of a rating may reduce the potential for, or increase the cost of, financing the purchase and/or holding of the Certificates. An unsolicited rating could be assigned to the Certificates at any time, including prior to the Closing Date, and none of Freddie Mac, the Underwriters or any affiliates of the Underwriters will have any obligation to inform you of any such unsolicited rating.

There is the possibility of unsolicited rating by one or more NRSROs in the future. Such rating could also adversely affect the market value of the Certificates.

There May be Limited Liquidity of the Certificates, Which May Limit Investors' Ability to Sell the Certificates

The Certificates will constitute classes of securities issued in the seventh transaction of this type by Freddie Mac involving re-performing and non-performing mortgage loans. The Certificates are not required to be listed on any national securities exchange or traded on any automated quotation systems of any registered securities association. The Underwriters will have no obligation to make a market in the Certificates. As a result, there can be no assurance as to the liquidity of the market that may develop for the Certificates, or if it does develop, that it will continue. It is possible that investors who desire to sell their Certificates in the secondary market may find no or few potential purchasers and experience lower resale prices than expected. Investors who desire to obtain financing for their Certificates similarly may have difficulty obtaining any credit or credit with satisfactory interest rates which may result in lower leveraged yields and lower secondary market prices upon the sale of the Certificates.

We make no representation as to the proper characterization of the Certificates for legal investment, 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. The liquidity of trading markets for the Certificates may also be adversely affected by general declines or disruptions in the credit markets (including the market disruptions caused by COVID-19). Such market declines or disruptions could adversely affect the liquidity of and market for the Certificates independent of the credit performance of the Mortgage Loans. We have no obligation to continue to issue securities similar to the Certificates or with similar terms. FHFA may require us to discontinue issuing such securities or require that alternative risk sharing transactions be effected, thereby affecting the development of the market for the Certificates.

The Ability to Exchange the Exchangeable Certificates and MACR Certificates May Be Limited

An investor must own the right classes in the right proportions to enter into an exchange involving MACR Certificates. If you do not own the right classes, you may not be able to obtain them because:

- The owner of a Class that you need for an exchange may refuse or be unable to sell that Class to you at a reasonable price or at any price.
- Principal payments over time will decrease the amounts available for exchange.

Your ability to exchange Exchangeable Certificates and/or MACR Certificates is limited to certain periods of time during the month. *See "Description of the Certificates — Exchange Procedures."*

Investors Have No Direct Right to Enforce Remedies

Certificateholders (including Freddie Mac, other than in its capacities as Trustee and Guarantor) do not have the right to institute any action against the Servicer. As long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed, the Voting Rights with respect to any Guaranteed Certificates will be vested in Freddie Mac, in its capacity as the Guarantor of the Guaranteed Certificates. Any proposed measure requiring consent of Certificateholders of the Guaranteed Certificates may not be successful since Freddie Mac, as the Guarantor, could block such action, suit, amendment or proceeding. If a Servicer Event of Default were to occur, and a Guarantor Nonpayment Event does not exist, Freddie Mac may direct the Trustee to terminate all rights and obligations of the Servicer under the Pooling and Servicing Agreement. The Subordinate Certificates will only have rights upon a Servicer Event of Default if a Guarantor Nonpayment Event exists or the Guarantee Expiration Date has passed. The Interest Only Certificates and the Excess Servicing Certificates will not be entitled to any Voting Rights and therefore will not have the ability to execute any rights with respect to matters arising under the Pooling and Servicing Agreement.

These provisions may limit your personal ability to enforce the provisions of the Pooling and Servicing Agreement. In no event will the Certificateholders have the right to direct the Trustee or the Guarantor to investigate the Servicer, to inspect the mortgage loan files or servicing files, or to review whether or not a breach of a representation or warranty has occurred. Investors should consider that the exercise of such rights by other Certificateholders may have an adverse effect on their investments.

Legality of Investment

Each prospective investor in the Certificates is responsible for determining for itself whether it has the legal power, authority and right to purchase such Certificates. None of Freddie Mac, the Underwriters or any of their respective affiliates expresses any view as to any prospective investor's legal power, authority or right to purchase the Certificates. Prospective investors are urged to consult their own legal, tax and accounting advisors as to such matters. See *"Legal Investment"* for additional information.

Suitability

Because (i) no information is available regarding the origination of the Mortgage Loans and only limited information is available with respect to the modification of the Mortgage Loans and (ii) for the other reasons described herein, the yields and the aggregate amount and timing of payments on the Certificates may be subject to material variability from period to period and over the lives of the Certificates. An investment in the Certificates involves substantial risks and uncertainties and should only be considered by sophisticated institutional investors with substantial investment experience with similar types of securities and with the financial ability to absorb a substantial loss on such investment.

Rights of Certificate Owners May Be Limited by Book-Entry System

All of the Certificates, other than the Mortgage Insurance Certificate and Residual Certificates, will be issued as Book-Entry Certificates and will be held through the book-entry system of DTC, and, as applicable, Euroclear and Clearstream. Transactions in the Book-Entry Certificates generally can be effected only through DTC and Participants (including Euroclear and Clearstream or their respective nominees or depositaries). As a result:

- investors' ability to pledge the Certificates to entities that do not participate in the DTC, Euroclear or Clearstream system, or to otherwise act with respect to the Certificates, may be limited due to the lack of a physical certificate for such Certificates,
- under a book-entry format, an investor may experience delays in the receipt of distributions, because distributions will be made by the Securities Administrator to DTC, Euroclear or Clearstream and not directly to an investor,

- investors' access to information regarding the Certificates may be limited because transmittal of notices and other communications by DTC to its participating organizations and directly or indirectly through those participating organizations to investors will be governed by arrangements among them, subject to applicable law, and
- you may experience delays in your receipt of distributions on Book-Entry Certificates in the event of misapplication of distributions by DTC, DTC participants or indirect DTC participants or bankruptcy or insolvency of those entities, and your recourse will be limited to your remedies against those entities.

For a more detailed discussion of the Book-Entry Certificates, see *"Description of the Certificates — Form, Registration and Transfer of the Certificates*".

Tax Characterization of the Certificates

The Class A-1 and Class A-2 Certificates will represent ownership of the "regular interests" in the Class AF Certificate REMIC Pool and certain rights for U.S. federal income tax purposes. In general, regular interests in a REMIC are taxed as debt instruments for U.S. federal income tax purposes under the Code. See *"Certain Federal Income Tax Consequences"* for additional information.

Downgrade of Long-term Ratings of Eurozone Nations and the United States May Adversely Affect the Market Value of the Certificates

In response to the economic situation facing the Eurozone, based on factors including tightening credit conditions, higher risk premiums on Eurozone sovereigns and disagreement among European policy makers as to how best to address the declining market confidence with respect to the Eurozone, on January 13, 2012, Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (**"S&P"**), downgraded the long-term credit ratings on nine members of the Eurozone, including Austria, Cyprus, France, Italy, Malta, Portugal, Slovakia, Slovenia and Spain. In addition, on October 10, 2014, S&P downgraded Finland's sovereign debt rating to AA+ from AAA, citing weak economic development and on January 26, 2015, S&P downgraded Russia's sovereign debt rating to BB+ from BBB–, citing the Russian Federation's weakened monetary policy flexibility and economic growth prospects. Also, on August 5, 2011, S&P lowered the long-term sovereign credit rating of U.S. government debt obligations from AAA to AA+ and on August 8, 2011, S&P downgraded the long-term credit ratings of U.S. government-sponsored enterprises. In addition, on January 31, 2020, the United Kingdom exited the Eurozone. As a result, S&P downgraded the United Kingdom's credit rating to AA and Fitch changed its rating to AA–. It is uncertain what effect the exit from the Eurozone will have on the remaining countries in the Eurozone or on the value or liquidity of the Guaranteed Certificates.

These actions initially had an adverse effect on financial markets and although we are unable to predict the longer-term impact on such markets and the participants therein, it might be materially adverse to the value of the Certificates.

Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Certificates

On July 27, 2017, the U.K. Financial Conduct Authority (the **"FCA"**) announced its intention to cease sustaining LIBOR after 2021. The FCA indicated that it does not intend to sustain LIBOR through using its influence or legal powers beyond that date. It is possible that ICE Benchmark Administration Limited (**"ICE"**) and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so, but we cannot assure you that LIBOR will survive in its current form, or at all. In the event a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, we have adopted the Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"* for determining an alternative reference rate for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, which provisions are based in part on the recommended terms applicable to new issuances of LIBOR-based floating rate securities (the **"ARRC Endorsed Terms"**) as recommended by the Alternative Rates Committee convened by the Federal Reserve Board (the **"ARRC"**), though such terms were not adopted in full. For example, among other deviations, if the Guarantor determines that any Benchmark Replacement or

Benchmark Replacement Adjustment is not administratively feasible in its sole judgment, whether due to technical, administrative or operational issues, then such alternative index will be deemed not to be determinable, and none of the ARRC Endorsed Terms relating to the use of an "interpolated" benchmark replacement are incorporated into the Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"*. These Benchmark Replacement provisions generally rely on actions to be taken by regulators or the ARRC; however, there can be no assurance whether or when those actions will be taken. Further, there can be no assurance that these actions or related events will be sufficient to trigger a change from LIBOR to an alternative index in all circumstances where LIBOR is no longer representative of market interest rates, or that Benchmark Transition Events for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, will align with similar events in the market generally or in other parts of the financial markets, such as the derivatives market. In addition, we can provide no assurance that any alternative reference rate determined in accordance with the Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"* will yield the same or similar economic results over the lives of any affected Classes of Certificates relative to the results that would have occurred under LIBOR or any other reference rate.

The Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"* provide for various alternative benchmarks based on availability: the first alternative is Term SOFR, the second alternative is Compounded SOFR, the fourth alternative is the ISDA Fallback Rate and the third and fifth alternatives are not currently specified. The Secured Overnight Financing Rate, or **"SOFR,"** is a secured, risk-free rate that is calculated based on different criteria than LIBOR, which is an unsecured rate reflecting counterparty risk. Accordingly, SOFR and LIBOR may diverge, particularly in times of macroeconomic stress. Since the initial publication of SOFR in April 2018, daily changes in SOFR have at times been more volatile than daily changes in comparable benchmark or market rates, and, over the lives of any Certificates, SOFR may diverge from historical or indicative data. Term SOFR, which is the first alternative benchmark, is expected to be a prospective term rate based on SOFR. Term SOFR is currently in development and no assurance can be provided that its development will be completed. If Term SOFR is not available as of the Benchmark Replacement Date, the next alternative benchmark is Compounded SOFR. Compounded SOFR is a retrospective rate generally calculated using actual rates during the related interest accrual period, and at times may also diverge from LIBOR. If a Benchmark Replacement other than Term SOFR is chosen because Term SOFR is not initially available, Term SOFR will become the Benchmark Replacement if it later becomes available, which could lead to further volatility in the interest rates for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any. Moreover, a Benchmark Replacement Adjustment will be applied to compensate for the foregoing effects of any Benchmark Replacement. However, no assurance can be provided that any Benchmark Replacement Adjustment will be sufficient to produce the economic equivalent of the then-current benchmark, either at the Benchmark Replacement Date or over the lives of any Certificates. Additionally, we cannot anticipate how long it will take us to develop the systems and processes necessary to adopt a specific Benchmark Replacement, which may delay and contribute to uncertainty and volatility surrounding any Benchmark transition for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any.

The Guarantor will have discretion with respect to certain elements of the benchmark replacement process, including determining whether a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, determining which Benchmark Replacement is available, determining the earliest practicable index determination date for using the Benchmark Replacement, selecting a Benchmark Replacement in the event Term SOFR or Compounded SOFR is unavailable, determining a Benchmark Replacement Adjustment (if not otherwise determined by applicable governing bodies or authorities) and making Benchmark Replacement Conforming Changes (including potential changes affecting the business day convention and index determination date). If the Guarantor determines, in its sole discretion, that an alternative index is not administratively feasible, including as a result of technical, administrative or operational issues, then such alternative index will be deemed to be unable to be determined as of such date. The Guarantor may determine an alternative to not be administratively feasible even if such rate has been adopted by other market participants in similar products and any such determination may adversely affect the return on the Certificates, the trading market for such

Certificates and the value of such Certificates. Furthermore, if the Guarantor selects an alternative index on any date as a result of its determination that an alternative that is higher in the applicable list of alternatives is not administratively feasible to determine as of such date and such higher alternative subsequently becomes administratively feasible (as determined by us in the Guarantor's sole discretion) then the Guarantor may elect to replace the previously selected alternative with such alternative that is higher in the applicable list of alternatives. Any such election will be at the Guarantor's sole discretion and such election may adversely affect the return on the Certificates, the trading market for such Certificates and the value of such Certificates. None of the foregoing determinations, or the application thereof to payment calculations on (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, will be subject to the approval of Certificateholders.

The Use of an Alternative Method or Index May Result in Adverse Tax Consequences with respect to the Certificates

In the absence of guidance from the IRS, the tax consequences of the designation of an alternative method or index are unclear. It is possible that if the Guarantor elects to designate an alternative method or index, such designation could be treated as a Significant Modification of the Certificates, which may result in a deemed taxable exchange of such Certificates and the realization of gain or loss. Proposed regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a Significant Modification if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a Significant Modification of the Certificates. See *"Certain Federal Income Tax Consequences — Adoption of an Alternative Method or Index"*.

The Interests of Freddie Mac, the Underwriters and Others May Conflict With and be Adverse to the Interests of the Certificateholders

The Relationships Among Freddie Mac, Servicers and Sellers are Multifaceted and Complex

We have various multifaceted and complex relationships with our servicers and sellers. This complexity increased as a result of the economic conditions experienced in 2007 and the periods that followed and as a result of disputes regarding various matters, including responsibility for deteriorations in the value of mortgage loans and mortgage securities. We purchase a significant portion of our mortgage loans from several sellers. These sellers are among the largest mortgage loan originators in the U.S. Further, we have many other relationships with these parties or their affiliates, including as counterparties to debt funding and derivative transactions. As discussed in more detail below, these various relationships can create circumstances, including disputes, that result in interests and incentives that are or may be inconsistent with or adverse to the interests of holders of mortgage securities, including the Certificates.

Interests of Freddie Mac May Not be Aligned With the Interests of the Certificateholders

In connection with the Certificates, we act in multiple roles - Sponsor, Seller, Trustee and Guarantor. The Pooling and Servicing Agreement provides that in determining whether a Mortgage Loan is to be repurchased from the mortgage pool, Freddie Mac, as Seller, is entitled to determine whether a Material Breach has occurred and the amount of the Loss Indemnification Amount. In our capacities as Trustee and Guarantor, we may consider factors as we deem appropriate, including the reduction of administrative costs (in the case of the Trustee or as Guarantor exercising oversight of the Servicer) and possible exposure under our guarantee (in the case of the Guarantor). There is no independent third-party engaged with respect to the Certificates to monitor and supervise our activities in our various roles. In connection with our roles as Seller and Guarantor, we may take certain actions with respect to Mortgage Loans that may adversely affect Certificateholders. For example, we may repurchase Mortgage Loans in certain situations. A Mortgage Loan repurchase will be treated as a prepayment in full of the Mortgage Loan being repurchased and will increase the prepayment speeds of Certificates. See *"The Pooling and Servicing Agreement — Mortgage Loan Representations and Warranties and Breach Review"*.

Our interests in conducting our business and as Guarantor of the Guaranteed Certificates may be adverse to the interests of the Certificateholders. Freddie Mac, through the issuance of the Subordinate Certificates is

transferring certain credit risk that it would otherwise bear with respect to the Mortgage Loans to the extent that the Subordinate Certificates are subject to absorbing Certificate Writedown Amounts as described in this Offering Circular.

Freddie Mac may retain Certificates on the Closing Date and may, from time to time, sell such retained Certificates. Freddie Mac's interest in selling such retained Certificates may be adverse to the interests of the Certificateholders. See *"Description of the Certificates — Certificates Acquired or Retained by Freddie Mac."*

Potential Conflicts of Interest of the Underwriters and their Affiliates

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

The Underwriters and their respective affiliates include broker-dealers whose business includes executing securities and derivative transactions on their own behalf as principals and on behalf of clients. Accordingly, the Underwriters and their respective affiliates and clients acting through them from time to time buy, sell or hold securities or other instruments, which may include one or more Classes of the Certificates, and do so without consideration of the fact that the Underwriters acted as Underwriters for the Certificates. Such transactions may result in the Underwriters and their respective affiliates and/or their clients having long or short positions in such instruments. Any such short positions will increase in value if the related securities or other instruments decrease in value. Further, the Underwriters and their respective affiliates may (on their own behalf as principals or for their clients) enter into credit derivative or other derivative transactions with other parties pursuant to which they sell or buy credit protection with respect to one or more of the Certificates. The positions of the Underwriters and their respective affiliates or their clients in such derivative transactions may increase in value if the Certificates default or decrease in value. In conducting such activities, none of the Underwriters or their respective affiliates will have any obligation to take into account the interests of the holders of the Certificates or any possible effect that such activities could have on them. The Underwriters and their respective affiliates and clients acting through them may execute such transactions, modify or terminate such derivative positions and otherwise act with respect to such transactions, and may exercise or enforce, or refrain from exercising or enforcing, any or all of their rights and powers in connection therewith, without regard to whether any such action might have an adverse effect on the Certificates or the holders of the Certificates. Additionally, none of the Underwriters and their respective affiliates will have any obligation to disclose any of these securities or derivatives transactions to you in your capacity as a Certificateholder.

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

Furthermore, the Underwriters expect that a completed offering will enhance their ability to assist clients and counterparties in transactions related to the Certificates and in similar transactions (including assisting clients in additional purchases and sales of the Certificates and hedging transactions). The Underwriters 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 Underwriters' relationships with various parties, facilitate additional business development and enable them to obtain additional business and to generate additional revenue.

Wells Fargo Securities, one of the Underwriters, and Wells Fargo Bank, N.A., the Custodian, are affiliates. Credit Suisse, one of the Underwriters, and SPS, the Servicer, are affiliates. None of the Underwriters or their respective affiliates will have any obligation to monitor the performance of the Certificates or the actions of

Freddie Mac, the Servicer, the Securities Administrator, the Collateral Administrator or any other transaction party and will have no authority to advise any such party or to direct their actions.

There May Be Conflicts of Interest Between the Classes of Certificates

There may be conflicts of interest between the Classes of Certificates due to differing distribution priorities and terms. Investors in the Certificates should consider that certain decisions may not be in the best interests of each Class of Certificates and that any conflict of interest among different Certificateholders may not be resolved in favor of investors in the Certificates. For example, Certificateholders may exercise their voting rights so as to maximize their own interests, resulting in certain actions and decisions that may not be in the best interests of different Certificateholders. Furthermore, as long as a Guarantor Nonpayment Event does not exist, the Voting Rights of the Guaranteed Certificates will be vested in Freddie Mac.

Combination or "Layering" of Multiple Risk Factors May Significantly Increase the Risk of Loss on Your Certificates

Although the various risks discussed in this Offering Circular are generally described separately, prospective investors in the Certificates should consider the potential effects on the Certificates of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss on your Certificates may be significantly increased. In considering the potential effects of layered risks, you should carefully review the descriptions of the Mortgage Loans and the Certificates. See *"Description of the Mortgage Loans"* and "*Description of the Certificates*".

THE SECURITIES ADMINISTRATOR

U.S. Bank National Association (**"U.S. Bank"**) will act as Securities Administrator (the **"Securities Administrator"**) under the Pooling and Servicing Agreement.

U.S. Bank, a national banking association will act as Securities Administrator under the Pooling and Servicing Agreement. U.S. Bancorp, with total assets exceeding $547 billion as of June 30, 2020, is the parent company of U.S. Bank, the fifth largest commercial bank in the United States. As of June 30, 2020, U.S. Bancorp served approximately 18 million customers and operated over 2,700 branch offices in 26 states. A network of specialized U.S. Bancorp offices across the nation provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses, and institutions.

U.S. Bank has one of the largest corporate trust businesses in the country, with office locations in 48 domestic and 2 international cities. The Pooling and Servicing Agreement will be administered from U.S. Bank's corporate trust office located at One Federal Street, 3rd Floor, Mailcode EX-MA-FED, Boston, Massachusetts 02110 (and for certificate transfer services, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services — Freddie Mac SLST 2020-2). U.S. Bank has provided corporate trust services since 1924. As of June 30, 2020, U.S. Bank was providing securities administrator services on more than 196 transactions with $18,834,900,000 of outstanding mortgage-backed securities prime structured products. The Securities Administrator is required to make each monthly statement available to the Certificateholders via the Securities Administrator's internet website at https://pivot.usbank.com. Certificateholders with questions may direct them to the Securities Administrator's bondholder services group at (800) 934-6802.

In the last several years, U.S. Bank National Association (**"U.S. Bank"**) and other large financial institutions have been sued in their capacity as trustee or successor trustee for certain residential mortgage backed securities (**"RMBS"**) trusts. The complaints, primarily filed by investors or investor groups against U.S. Bank and similar institutions, allege the trustees caused losses to investors as a result of alleged failures by the sponsors, mortgage loan sellers and servicers to comply with the governing agreements for these RMBS trusts. Plaintiffs generally assert causes of action based upon the trustees' purported failures to enforce repurchase obligations of mortgage loan sellers for alleged breaches of representations and warranties, notify securityholders of purported events of default allegedly caused by breaches of servicing standards by mortgage loan servicers and abide by a heightened standard of care following alleged events of default.

U.S. Bank denies liability and believes that it has performed its obligations under the RMBS trusts in good faith, that its actions were not the cause of losses to investors, that it has meritorious defenses, and it has contested and intends to continue contesting the plaintiffs' claims vigorously. However, U.S. Bank cannot assure you as to the outcome of any of the litigation, or the possible impact of these litigations on the trustee or the RMBS trusts.

Under the terms of the Pooling and Servicing Agreement, U.S. Bank is responsible for securities administration, which includes pool performance calculations, distribution calculations and the preparation of monthly distribution reports. The distribution reports will be reviewed by an analyst and then by a supervisor using a transaction-specific review spreadsheet. Any corrections identified by the supervisor will be corrected by the analyst and reviewed by the supervisor. The supervisor also will be responsible for the timely delivery of reports to the administration unit for processing all cash flow items. As Securities Administrator, U.S. Bank is also responsible for the preparation and filing of all REMIC and Grantor Trust tax returns on behalf of the issuing entity. In the past three years, the Securities Administrator has not made material changes to the policies and procedures of its securities administration services for residential mortgage backed securities.

The foregoing information concerning the Securities Administrator has been provided by U.S. Bank. None of the Seller, the Trustee, the Underwriters, the Servicer, the Custodian, the Guarantor or the Collateral Administrator or any of their affiliates takes any responsibility for this information or makes any representation or warranty as to its accuracy or completeness.

Duties of the Securities Administrator

The Securities Administrator will, among other duties set forth in the Pooling and Servicing Agreement, (i) authenticate and deliver the Certificates, (ii) serve as registrar for purposes of registering the Certificates and the transfers and exchanges of the Certificates, (iii) calculate the principal and interest distributions due on the Certificates on each Distribution Date, (iv) pay, or cause to be paid on behalf of Freddie Mac, in its capacity as Trustee, the amounts due in respect of the Certificates, (v) prepare the **"Certificateholder Report"**, (vi) prepare and make available to the Trustee and Certificateholders at the CUSIP level, information in respect of the Certificates necessary for Certificateholders to file their tax returns, (vii) prepare all REMIC tax returns and all information returns, including Schedule Q, (viii) invest funds in the Payment Account as directed by, and for the benefit of, the Trustee, (ix) make certain information available on its website as described herein, (x) be responsible for transmitting such data for the Trust to Bloomberg and Intex for external disclosure and (xi) provide all required notifications set forth in the Pooling and Servicing Agreement related to the Mandatory Guarantor Repurchase Obligation and, if applicable, sell the Class AF Certificates to the Guarantor at the Mandatory Guarantor Repurchase Price and pay the amounts due to pay down to zero the Class A-1 and Class A-2 Certificates. Further, the Securities Administrator will hold the Book-Entry Certificates as custodian for DTC (for both U.S. and offshore depositories) pursuant to its agreement with DTC. The Trust will provide indemnification, subject to the Expenses Cap, to the Securities Administrator 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 it in connection with, related to, or arising out of the Pooling and Servicing Agreement, the transactions contemplated thereby, 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) as a result of any willful misfeasance, bad faith, fraud or negligence of the Securities Administrator in the performance of its obligations and duties under the Pooling and Servicing Agreement or the negligent disregard by the Securities Administrator of its duties and obligations thereunder.

THE CUSTODIAN

Wells Fargo Bank, N.A. (**"Wells Fargo Bank"**) will act as Custodian under the Custodial Agreement. Wells Fargo Bank is a national banking association and a wholly-owned subsidiary of Wells Fargo & Company. A diversified financial services company, Wells Fargo & Company is a U.S. bank holding company with approximately $1.97 trillion in assets and approximately 266,000 employees as of June 30, 2020, which provides banking, insurance, trust, mortgage and consumer finance services throughout the United States and

internationally. Wells Fargo Bank provides retail and commercial banking services and corporate trust, custody, securities lending, securities transfer, cash management, investment management and other financial and fiduciary services. The Seller, the Trustee, the Guarantor, the Servicer and the Securities Administrator may maintain banking and other commercial relationships with Wells Fargo Bank and its affiliates. Wells Fargo Bank maintains principal corporate trust offices located at 9062 Old Annapolis Road, Columbia, Maryland 21045-1951 (among other locations).

Wells Fargo Bank serves or may have served within the past two years as loan file custodian for various mortgage loans owned by the Sponsor or an affiliate of the Sponsor and anticipates that one or more of those mortgage loans may be included in the Trust. The terms of any custodial agreement under which those services are provided by Wells Fargo Bank are customary for the mortgage-backed securitization industry and provide for the delivery, receipt, review and safekeeping of mortgage loan files.

In its capacity as Custodian, Wells Fargo Bank is responsible to hold and safeguard the mortgage notes and other contents of the mortgage loan files on behalf of the Trustee and the Certificateholders. Wells Fargo Bank maintains each mortgage loan file in a separate file folder marked with a unique bar code to assure loan-level file integrity and to assist in inventory management. Mortgage loan files are segregated by transaction or investor. Wells Fargo Bank has been engaged in the mortgage document custody business for more than 25 years.

Beginning on June 18, 2014, a group of institutional investors filed civil complaints in the Supreme Court of the State of New York, New York County, and later the U.S. District Court for the Southern District of New York, against Wells Fargo Bank in its capacity as trustee for certain residential mortgage backed securities (**"RMBS"**) trusts. The complaints against Wells Fargo Bank alleged that the trustee caused losses to investors and asserted causes of action based upon, among other things, the trustee's alleged failure to: (i) notify and enforce repurchase obligations of mortgage loan sellers for purported breaches of representations and warranties, (ii) notify investors of alleged events of default, and (iii) abide by appropriate standards of care following alleged events of default. Relief sought included money damages in an unspecified amount, reimbursement of expenses, and equitable relief. In November 2018, Wells Fargo Bank reached an agreement, in which it denied any wrongdoing, to resolve such claims on a classwide basis for the 271 RMBS trusts at issue. On May 6, 2019, the court entered an order approving the settlement agreement. Separate lawsuits against Wells Fargo Bank making similar allegations filed by certain other institutional investors concerning several RMBS trusts in New York federal and state court are not covered by the settlement agreement.

In addition to the foregoing cases, in August 2014 and August 2015 Nomura Credit & Capital Inc. (**"Nomura"**) and Natixis Real Estate Holdings, LLC (**"Natixis"**) filed a total of seven third-party complaints against Wells Fargo Bank in New York state court. In the underlying first-party actions, Nomura and Natixis have been sued for alleged breaches of representations and warranties made in connection with residential mortgage-backed securities sponsored by them. In the third-party actions, Nomura and Natixis allege that Wells Fargo Bank, as master servicer, primary servicer or securities administrator, failed to notify Nomura and Natixis of their own breaches, failed to properly oversee the primary servicers, and failed to adhere to accepted servicing practices. Natixis additionally alleges that Wells Fargo Bank failed to perform default oversight duties. Wells Fargo Bank has asserted counterclaims alleging that Nomura and Natixis failed to provide Wells Fargo Bank notice of their representation and warranty breaches.

With respect to each of the foregoing litigations, Wells Fargo Bank believes plaintiffs' claims are without merit and intends to contest the claims vigorously, but there can be no assurances as to the outcome of the litigations or the possible impact of the litigations on Wells Fargo Bank or the related RMBS trusts.

THE SERVICER

Select Portfolio Servicing, Inc. (**"SPS"** or the **"Servicer"**) will service the Mortgage Loans pursuant to the Pooling and Servicing Agreement.

General

The information provided in this section "The Servicer" (this "section") has been prepared by the Servicer solely as of the date of this Offering Circular. Other than as set forth in this section, the Servicer makes no

representations or warranties as to the accuracy or completeness of the information contained in this Offering Circular and the Servicer assumes no obligation or responsibility for the information contained in this Offering Circular.

SPS maintains a “Strong” ranking for subprime, special, and subordinate-lien servicing with S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. (**“S&P”**). SPS maintains an “SQ2+” rating for subprime servicing and “SQ2 for second lien servicing with Moody’s. SPS’ special servicer rating was upgraded by Moody’s to “SQ2+ in December 2019. Fitch Ratings has given SPS the following residential primary servicer ratings: “RPS1-” for subprime, Specialty Closed-End Second Lien, and Alt-A products and “RSS1-” for special servicing. On March 27, 2020 Fitch Ratings revised all U.S. RMBS servicer Outlooks to “Negative,” including SPS’, citing concerns about the evolving economic stresses and operating conditions caused by the COVID-19 pandemic.

SPS was incorporated on February 24, 1989 under the laws of the State of Utah. SPS commenced mortgage servicing operations in 1989 for its own accounts and has managed and serviced third-party residential mortgage loan portfolios since 1994. On June 30, 2004, SPS changed its name from Fairbanks Capital Corp. to Select Portfolio Servicing, Inc. On October 4, 2005, Credit Suisse First Boston (USA), Inc., acquired all of the outstanding stock of SPS’s parent from the prior shareholders. SPS’s corporate offices are located at 3217 S Decker Lake Drive, Salt Lake City, UT 84119. SPS conducts operations in Salt Lake City, Utah and Jacksonville, Florida. SPS will provide customary servicing functions with respect to the Mortgage Loans in its portfolio.

SPS is approved by HUD as a non-supervised mortgagee with servicing approval, and is a Fannie Mae-approved seller/servicer and a Freddie Mac-approved servicer engaged in the servicing of senior and junior lien mortgage loans.

SPS has been a participant in the United States Treasury’s MHA program, which includes HAMP and HAFA, and will continue to service loans modified under such programs.

To SPS’s knowledge, during the past three years, no prior securitizations of mortgage loans serviced by SPS of a type similar to the assets included in the current transaction have experienced an event of default or an early amortization or other performance triggering event under the related securitization servicing agreement, because of SPS’s servicing.

In the past three years, SPS has not failed to make any required advance with respect to any securitization of mortgage loans. In the past three years, SPS has not been terminated as servicer in a residential mortgage loan securitization, due to a servicing default or application of a servicing performance test or trigger under the related securitization servicing agreement.

SPS believes that there is not a material risk that its financial condition will have any adverse effect on any aspect of its servicing that could have a material impact on the Mortgage Loans or the performance of the Certificates.

SPS’s Response to the COVID-19 Pandemic

SPS has in place a Business Continuity Plan to respond to potential disruption caused by or resulting from the COVID-19 pandemic. SPS is closely monitoring rules, regulations, guidance and recommendations issued by federal, state and local governments, regulators, and clients and will ensure compliance with such rules and guidance as required.

SPS's Portfolio

As of June 30, 2020, SPS serviced a portfolio of over 1,060,000 non-performing, re-performing, and performing loans with an unpaid principal balance of nearly $190 billion. Below is the historical and current composition of SPS' residential mortgage loan portfolio categorized as (i) current, (ii) 30 days delinquent, (iii) 60 days delinquent, (iv) 90+ days delinquent, (v) in bankruptcy, (vi) in foreclosure, or (vii) real estate owned (**"REO"**):

Delinquency as of 12/31/2019	Units	% of Units	UPB (millions)	% of UPB
Current	789.031	81.7%	$139,390	81.6%
30 Days	65,802	6.8%	$ 10,489	6.1%
60 Days	26,427	2.7%	$ 4,421	2.6%
90+ Days	40,610	4.2%	$ 7,130	4.2%
Bankruptcy[1]	20,320	2.1%	$ 3,600	2.1%
Foreclosure	19,179	2.0%	$ 4,581	2.7%
REO	4,045	0.4%	$ 1,119	0.7%
Total	**965,414**	**100.0%**	**$170,730**	**100.0%**

Delinquency as of 6/30/2020	Units	% of Units	UPB (millions)	% UPB
Current	838,773	79.1%	$142,675	75.1%
30 Days	56,941	5.4%	$ 9,932	5.2%
60 Days	34,892	3.3%	$ 7,398	3.9%
90+ Days	93,154	8.8%	$ 22,493	11.8%
Bankruptcy[1]	18,671	1.8%	$ 3,143	1.7%
Foreclosure	15,291	1.4%	$ 3,634	1.9%
REO	2,417	0.2%	$ 685	0.4%
Total	**1,060,139**	**100.0%**	**$189,959**	**100.0%**

[1] Bankruptcies include both non-performing and performing loans in which the related borrower is in bankruptcy. Amounts included for contractually current bankruptcies for the total servicing portfolio for December 31, 2019 and June 30, 2020 are $1,047 (millions) and $898 (millions) respectively.

SPS's Policies and Procedures

The following summary describes certain of SPS's relevant and current servicing operations and procedures and is included for informational purposes. SPS expects that from time to time its servicing operations and procedures will be modified and changed to address applicable legal and regulatory developments, as well as other economic and social factors that impact its servicing operations and procedures. There can be no assurance, and no representation is made, that the general servicing operations and procedures of SPS described below will apply to each Mortgage Loan in the mortgage pool during the term of such Mortgage Loan.

SPS posts mortgage loan payments on a daily basis. Funds are typically posted to a payment clearing account on the Business Day they are received. SPS transfers funds from the payment clearing account to individual custodial accounts within two Business Days of deposit into the payment clearing account.

SPS uses two methods of determining delinquencies, depending on whether the related servicing agreement requires (expressly or by implication) application of the "MBA delinquency method" or the "OTS delinquency method." The MBA delinquency method treats a loan as 30-59 days delinquent when a payment is contractually past due 30 to 59 days. For example, a loan due on the first of the month is considered 30 days delinquent at close of business on the last day of the same month. The OTS delinquency method includes a one month grace period for the purpose of reporting delinquencies. This method treats a loan as 30-59 days delinquent when a payment is contractually past due 60 to 89 days. For example, a loan due on the first of the month is considered 30 days delinquent at close of business on the last day of the following month.

SPS uses equity valuation and management experience to determine the point at which an asset should be charged off, unless different criteria are called for by the related servicing agreement. This evaluation considers the length of the delinquency, time elapsed since the last contact with the customer, any loss of security to the

property, and the projected economic valuation of the asset. SPS uses multiple methods for determining the point of charge off, depending on the lien position of the related asset.

All SPS employees responsible for collection efforts are fully trained in all the loss mitigation solutions that SPS offers its borrowers (reinstatement, repayment plan, forbearance plan, loan modification, short sale, deed-in-lieu, and deferral) and use the same system, tools, and technology.

Based on loan specific risk scores, customer calling campaigns may start as early as the first day of delinquency and continue until the default has been resolved. SPS has a high degree of flexibility in structuring outbound customer calling campaigns to manage collection efforts and maximize loss mitigation efforts.

SPS also utilizes letter campaigns to contact customers who may be candidates for workout options.

All collections employees receive specialized training in various loss mitigation strategies and applicable state and federal laws and regulations. These employees are trained to identify potential causes for delinquency. Once contact with the customer is established, the staff will attempt to determine the customer's willingness and ability to pay using a proprietary loss mitigation model developed by SPS. SPS evaluates all loss mitigation options available to its customers consistent with applicable regulations and servicing agreement requirements. These options may include reinstatement, repayment plan, forbearance agreement, loan modification, deferral, short sale, and deed-in- lieu of foreclosure.

In connection with handling delinquencies, losses, bankruptcies and recoveries, SPS has developed a model, based upon updated property values, for projecting the anticipated net recovery on each asset. Property valuations are generally ordered starting at the 63rd day of the default recovery process of the delinquent loan and then at least every six (6) months thereafter. The frequency of valuations may increase based on loss mitigation activity, foreclosure sale bid processing, or stop advance decisions. The projected "net present value" is part of SPS's proprietary loss mitigation automation and assists staff with determining an appropriate and reasonable strategy to resolve each defaulted loan on the basis of the information then available. For junior lien loans, SPS tracks the status and outstanding balances of any senior liens and incorporates this information into the model.

Before SPS refers any loan to foreclosure (or resumes foreclosure activity after a delay), the loan undergoes an extensive audit to ensure compliance with all state and federal laws and regulations, ensure that each loan has exhausted loss mitigation opportunities if the customer has a hardship, and identify any potential servicing errors or disputes. SPS utilizes automation tools to identify new bankruptcy filings.

SPS is responsible for property marketing and disposition, and coordinates property valuations, property inspections, and preservation work. Once a property has been acquired as REO, a minimum of two property valuations are obtained to determine the asset value. All valuations are reviewed and reconciled by valuation specialists prior to listing the property. These specialists set the suggested sales price and make recommendations for property repairs. SPS asset managers have delegated approval to accept offers within pre-defined authority levels.

SPS has internal control governance to ensure that company policies and procedures are followed and that SPS operations are compliant with applicable laws and regulations. These include internal audits and compliance testing reviews conducted independent of loan servicing departments, reporting of audit and test results, and undertaking corrective action as appropriate. SPS has a risk assessment process wherein all loan servicing departments are responsible for identifying operational and financial risks and implementing and documenting controls relative to the identified risks, which process is reported and approved on an ongoing basis. The entire program is overseen by the senior management team.

SPS is not the document custodian of most of the loans that it services. SPS has an internal department which manages all document requests from staff and vendors. The Document Control department works closely with the foreclosure and bankruptcy units and with third party custodians to clear assignments and document exceptions.

In connection with the servicing of mortgage loans, SPS outsources certain tasks and business processes related to the following loan servicing functions to companies within the United States:

- Some print and mail services
- Title processing
- Tax payments and processing
- Insurance payments and claims processing
- Flood zone determination and tracking
- Property preservation and valuation services

In addition, SPS typically outsources certain non-customer contact tasks and business processes related to certain loan servicing functions to an outsourcing company operating in India. This outsourcing company has no direct contact with SPS's customers.

THE COLLATERAL ADMINISTRATOR

510 Loan Administrator LLC, the entity to be appointed on the Closing Date to act as collateral administrator under the Pooling and Servicing Agreement (the **"Collateral Administrator"**) will perform such duties as described therein. The Collateral Administrator will act in accordance with the best interests of the Certificateholders and the accepted servicing practices, including the terms of the Pooling and Servicing Agreement.

The Collateral Administrator will review alleged Material Breaches, Collateral Deficiencies and Existing Liens, and issue Notices of Breach or Indemnification to the Seller. Additionally, the Collateral Administrator will have the right to provide certain services subject to and in accordance with the Pooling and Servicing Agreement. Such services may include, without limitation:

(a) using commercially reasonable efforts to work with the Seller and Servicer to cure any Material Breaches, Collateral Deficiencies and Existing Liens;

(b) directing or providing consent to the sale of any Seriously Delinquent Mortgage Loans by the Servicer pursuant to its exercise of the Loan Sale Right;

(c) monitoring the Servicer's servicing of the Mortgage Loans;

(d) consenting, withholding consent or waiving the right to consent with respect to certain servicing matters related to the Mortgage Loans and any REO properties, including (i) the strategy for implementing Foreclosure Alternatives; (ii) the administration of defaulted Mortgage Loans; (iii) property valuations; (iv) the sale of REO properties; and (v) litigation settlement offers;

(e) if the Initial Retained Certificateholder is the Majority Representative, having the right to terminate the Servicer without cause and engage a successor servicer in accordance with the Pooling and Servicing Agreement; and

(f) to the extent not set forth above, taking such actions as the Collateral Administrator believes are necessary and reasonable or appropriate in furtherance of the provisions of this paragraph and clauses (a) through (e) above, subject to the provisions of the Pooling and Servicing Agreement, and to the approval and consent of the Guarantor, where required.

The Majority Representative, at its discretion and upon thirty (30) days written notice to the Collateral Administrator, Trustee and Guarantor, may terminate the Collateral Administrator. In the case of a resignation or termination of the Collateral Administrator pursuant to the Pooling and Servicing Agreement, the Majority Representative will appoint a successor Collateral Administrator provided that the Majority Representative has obtained the prior written consent and approval of the Guarantor of such successor Collateral Administrator.

In such case, the Majority Representative and any such successor Collateral Administrator may agree upon such successor's compensation, subject to the Trustee's approval, provided that in no event will the sum of the Collateral Administrator Fee Rate and the Servicing Fee Rate exceed 0.3750%. At any time, if there is no longer a Majority Representative and the Collateral Administrator resigns or is terminated, (i) the holders of more than 50% of the aggregate Class Principal Amount of the outstanding Subordinate Certificates may choose a successor Collateral Administrator, and such successor Collateral Administrator will be paid a Collateral Administrator Fee Rate of up to 0.0750% per annum; or (ii) if a successor Collateral Administrator is not engaged, the Collateral Administrator Fee Rate will be reduced to zero, and any amounts that would have been payable as the Collateral Administrator Fee prior to it being reduced to zero will be paid to the Guarantor on each succeeding Distribution Date as an additional Guarantor Oversight Fee.

Notwithstanding the above, in the event a Servicing Control Trigger occurs, the Guarantor may terminate the Collateral Administrator, and no successor Collateral Administrator will be appointed.

The Majority Representative will notify each of the other parties to the Pooling and Servicing Agreement upon the resignation or termination of the Collateral Administrator or the appointment of a successor Collateral Administrator. For the avoidance of doubt, in the event that the Collateral Administrator has resigned or been terminated and no successor Collateral Administrator has been appointed, neither the Trustee nor the Securities

Administrator will have any responsibility to undertake any of the obligations or responsibilities that were expressly assumed by, or assigned to, the Collateral Administrator.

DESCRIPTION OF THE MORTGAGE LOANS

General

On the Closing Date, the assets of the Trust will include a pool of Mortgage Loans (collectively, the **"Mortgage Loans"** or **"Mortgages"**) consisting of seasoned, re-performing and non-performing mortgage loans, the majority of which were modified, some with maturity terms up to forty (40) years (the **"Mortgage Pool"**). The Mortgage Loans bear interest at an adjustable, fixed-rate or step-rate. The Mortgage Loans were originated for the purpose of purchasing or refinancing the related mortgaged properties. Some of the Mortgage Loans were originated utilizing notes and mortgages in an electronic or digital format (an "e-mortgage"). Some Freddie Mac programs allow modifications of Mortgage Loans on non-owner occupied properties. The mortgaged properties may currently be owner-occupied properties or non-owner occupied properties, such as investment properties. Unless otherwise noted, references to the Mortgage Loans will also include any Mortgage Loan that has become an REO property after the Closing Date. As of the Cut-Off Date, approximately 0.14% of the Mortgage Loans were originated utilizing e-notes and e-mortgages.

Generally, the majority of the Mortgage Loans were modified to assist at-risk borrowers, some of whom were delinquent or at imminent risk of default, to help stabilize mortgage markets and provide support to borrowers experiencing financial hardship.

The majority of the Mortgage Loans have been modified under the Seller's Home Affordable Modification Program (**"HAMP"**) or other Seller modification programs, and approximately 19.01% of the Mortgage Loans were also modified under the Seller's Deferred Payment Modification (**"DPM"**) program. For the avoidance of doubt, DPMs are considered to be modified Mortgage Loans. As of the Cut-Off Date, approximately 15.42% of the Mortgage Loans are on Temporary Forbearance Plans. The Seller's HAMP initiative provided for the modification of mortgage terms, including interest rates, which, in many cases, were modified to step-rate mortgages. Step-rate mortgages have fixed interest rates for the first five (5) years after modification and then the mortgage rates increase annually according to a schedule (determined when the mortgage loan was modified), with a maximum interest rate of no more than the prevailing Freddie Mac Primary Market Mortgage Survey rate for 30-year fixed rate mortgages at the time the modification agreement was prepared (the **"HAMP Rate Cap"**). The Seller's HAMP initiative provides for the payment of incentives to the related borrowers with HAMP modified loans provided, among other things, the mortgage never becomes 90 or more days delinquent. Annually, for the first five years of the HAMP modification, the Servicer receives (on behalf of the borrower) up to a $1,000 incentive payment and after the sixth year of the HAMP modification, the Servicer will receive (on behalf of the borrower) a $5,000 incentive payment. Such HAMP incentive payments are applied, generally, to the Interest Bearing Unpaid Principal Balance of the mortgage resulting in prepayments and less interest accruing on the Mortgage Loan. However, if the application of the incentive would result in the payoff of the Interest Bearing Unpaid Principal Balance, the Servicer must apply the remaining HAMP incentive to the Deferred Unpaid Principal Balance of the mortgage loan. Freddie Mac's HAMP initiative expired on December 30, 2016, at which point no new HAMP modifications could be offered.

Certain borrowers who initially qualified for a HAMP modification and who made timely payments during a HAMP trial period, but who, because of income verification or other reasons, subsequently failed to qualify under the HAMP program, could have had their mortgages modified under the Seller's non-HAMP programs. Modifications under the Seller's non-HAMP programs generally have terms similar to modifications under the HAMP program, but the borrowers are not eligible for incentive payments.

The Seller's non-HAMP modifications provided for the modification of mortgage terms that included fixed interest rates that generally approximate the HAMP Rate Cap. The Seller's non-HAMP modification programs include (i) its discontinued "classic" program, (ii) its discontinued standard modification program, (iii) its discontinued alternative modification program, (iv) its NACA modification program, (v) its discontinued underwater modification program, (vi) its discontinued streamlined modification program and (vii) its flex modification program. The Seller also offered its now discontinued DPM program. A DPM was designed to provide relief to eligible borrowers who became delinquent due to a short-term hardship that was resolved and

had the financial capacity to resume making monthly payments, but were unable to pay the additional monthly contributions required by a repayment plan. The pre-modification delinquent payments were capitalized into a non-interest bearing deferred principal balance that is due upon the earlier of maturity, payoff or transfer/sale of the mortgaged property. Beginning on July 1, 2020 (with a mandatory effective date of January 1, 2021), the Seller began offering "Payment Deferral Solutions" to eligible borrowers who became delinquent due to a short-term hardship that was resolved. Like a DPM, any delinquent payments will become non-interest bearing and their payment by the borrower will be deferred until the earlier of the maturity date or its earlier payoff through a curtailment payment or refinancing or upon transfer or sale of the mortgaged property, but the monthly principal and interest payment, interest rate and maturity date do not change. Payment Deferral Solutions generally cover up to two months of delinquent payments. Additionally, on May 13, 2020, eligible borrowers that have resolved a COVID-19 related hardship may receive Payment Deferral Solutions covering up to 12 months of delinquent payments, and on July 15, 2020, eligible borrowers that have been impacted by an Eligible Disaster may receive Payment Deferral Solutions covering up to 12 months of delinquent payments. For the avoidance of doubt, Payment Deferral Solutions are included in the DPM calculations throughout this Offering Circular. The Seller also offers certain disaster-related modifications described below.

Under the discontinued "classic" program, modifications may have included capitalization of interest and non-interest arrearages that the borrower could not pay and may have included extensions of the term of the mortgage and reductions in interest rate, but did not include principal forbearance, reductions of principal balances or borrower trial periods.

The discontinued standard modification program provided eligible borrowers with a modified mortgage following a three-month trial period plan under which the borrower was required to make monthly payments that approximated the ultimate modified monthly mortgage payment.

The discontinued alternative modification program terminated January 1, 2014. It was offered to borrowers who were 5-24 months delinquent on their mortgage loans with terms similar to the standard modification program.

The NACA modification program was the result of a partnership between Freddie Mac and the Neighborhood Assistance Corporation of America (**"NACA"**) in late 2009 and began to provide a modification solution to assist borrowers struggling with their mortgage payments. While small in size, the program continues to date. The NACA modification is a cash flow based modification that is not delegated to the servicers. It achieves a target payment (affordable payment) that is calculated by taking the borrower's monthly net income, subtracts liabilities and expenses, and includes a $200 surplus. To achieve the target payment, the interest rate may be reduced (to a floor of 2%) and principal forbearance is allowed down to market value. It does not grant term extensions.

The discontinued underwater modification program was for limited servicers and terminated April 1, 2014. The program followed the standard modification program terms at the time and was offered to borrowers who were not eligible for the Home Affordable Refinance Program (**"HARP"**) and whose mortgage loans were current to 59 days delinquent, originated prior to May 31, 2009 and had pre-modification loan-to-value ratios greater than 150%.

Under the discontinued streamlined modification program implemented in July 2013 with earlier adoption permitted, modifications were offered to certain borrowers who were at least ninety (90) days delinquent. These borrowers were not required to apply for assistance or provide income or hardship documentation. However, they were required to complete a trial period of at least three (3) months making monthly payments that approximated the modified payment prior to being offered a permanent modification, which generally provided the same modification terms and servicer incentives as the standard modification program. Under the standard and streamlined modification initiatives, servicers modify the terms of mortgage loans, generally, to change the interest rate to a fixed interest rate based on prevailing market rates, extend the term up to 40 years from the effective date of the modification, and, for certain underwater borrowers, forbear a portion of the post-capitalization unpaid principal balance as a deferred, non-interest bearing, non-amortizing balance due as a balloon payment upon the earlier of the modified maturity date, transfer of ownership of the property, or payoff or refinance of the loan.

In December 2016, the Seller announced the “flex modification” initiative, which was implemented at the direction of FHFA. The flex modification replaced the Seller’s non-HAMP standard and streamlined modification initiatives effective October 1, 2017, with earlier adoption permitted. A mortgage may be modified up to three (3) times under the flex modification program and employs a trial period payment plan feature, which allows eligible mortgagors to make the new modified monthly payment for at least three (3) months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments, the mortgage may remain in a delinquent status. The mortgage will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan. A flex modification may be made from the time the mortgagor is current and found to be in imminent risk of default to shortly before a foreclosure sale. Flex modification terms generally target a 20% payment reduction and are calculated by (i) capitalization of interest and certain non-interest arrearages, (ii) setting of interest rate (increasing or decreasing the interest rate), (iii) extending the mortgage loan term up to 480 months and (iv) in certain instances, the application of principal forbearance or reduction of the interest-bearing principal balance.

The Seller also offers a streamlined flex modification to mortgagors who are ninety (90) or more days delinquent or who have a modified mortgage with step-rate increases and have become sixty (60) or more days delinquent within twelve (12) months of the most recent step-rate payment adjustment. The servicer may offer the mortgagor a loan modification (preceded by a three (3) month trial period plan) without having made an assessment of the mortgagor’s hardship or income. If the mortgagor accepts the offer, the mortgagor will be required to make the new modified monthly payments for at least three (3) months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments the mortgage will remain in a delinquent status. The mortgage loan will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan.

The Seller also offers “disaster related modifications” to borrowers that become delinquent because their home or place of employment is located in a presidentially declared disaster area where the Federal Emergency Management Agency has made individual assistance available. A servicer may consider such borrowers for this modification once their hardship has been resolved if they were less than 31 days delinquent as of the date of the disaster, are between 29 and 361 days delinquent (at least one, but no more than 12 monthly payments are past due) at the time of evaluation and are able to resume making their contractual payments but are unable to bring their loan current through a reinstatement or repayment plan. The disaster-related modifications will not take effect and the mortgage will not be brought current until the borrower makes three trial period plan payments and otherwise complies with the terms of the trial period plan. While the borrower is making the trial period payments, the mortgage will remain in delinquent status, but the servicer must not report the delinquency to credit repositories while the borrower is on an active trial period plan. Servicers must first consider such borrowers for the Seller’s “extend modification” under which the servicer does not capitalize arrearages, but rather extends the mortgage term by a number of months equal to the number of missed monthly payments that occurred during the borrower’s preceding temporary disaster forbearance plan. To the extent the servicer advanced escrow payments to a third party on behalf of the borrower and the borrower had not made such escrow payments to the servicer, the borrower must enter into a 60-month repayment plan to repay such advances in equal monthly installments to the servicer. If a borrower is not eligible for the extend modification, the servicer must next evaluate the borrower for the Seller’s “disaster relief modification.” Under this modification, the servicer capitalizes arrearages and then extends the term of the mortgage in monthly increments until the monthly principal and interest due under the modified terms equals the pre-modification monthly principal and interest due. The servicer may not extend the term more than 480 months from the modification effective date. The servicer must evaluate the borrower for a flex modification if they are unable to achieve the pre-modification monthly payment by extending the term of the mortgage loan to the 480-month limit.

Summary of the Mortgage Pool by Type of Freddie Mac Proprietary Modification[(1)]

	HAMP	Standard	Streamlined	Flex	Classic	DPM Only	Other[(2)]	No Modification	Total
All[(3)]	12%	17%	15%	20%	4%	9%	4%	18%	100%

(1) The table shows the latest modification program that is not a DPM or Payment Deferral Solution for Mortgage Loans modified through one of the other Freddie Mac proprietary modification programs. Mortgage Loans only modified through DPMs or Payment Deferral Solutions are shown under DPM Only.
(2) Modifications may include: non-HAMP; alternative; underwater; disaster related, streamlined flex and NACA. See descriptions of these programs above.
(3) Percentages are based on Mortgage Loan count as of the Cut-Off Date.

Modified mortgages that include step-rate characteristics may have a greater risk of borrower delinquency during the periods when the interest rate and associated monthly payment of such modified mortgages are increasing.

This section and Appendix A generally describe certain of the material characteristics of the Mortgages. Certain loan-level information for each Mortgage Loan may be accessed through the Securities Administrator's website at https://pivot.usbank.com.

The figures in this Offering Circular may not correspond exactly to the related figures in Appendix A due to rounding differences. Prior to the Closing Date, Mortgage Loans will not be removed or substituted from the Trust. Freddie Mac believes that the information set forth in this Offering Circular and in Appendix A is representative of the characteristics of the Mortgage Loans as each will be constituted as of the Closing Date.

For each Mortgage Loan, the Seller will provide an AVM estimated property value. A Home Value Explorer® (**"HVE"**®) value was used when available or, if an HVE value was not available, a Metropolitan Statistical Area (**"MSA"**) level house price index was used to estimate property value. If an MSA level house price index was not available, a state level house price index was used to estimate property value.

Credit Risk Retention

Freddie Mac, as the Sponsor, will not retain credit risk pursuant to the provisions of FHFA's Credit Risk Retention Rule (12 C.F.R. Part 1234) (the **"Risk Retention Rule"**) governing residential single-family securitizations because FHFA, as conservator of Freddie Mac and in furtherance of the goals of the conservatorship, has exercised its authority under Section 1234.12(f)(3) of the Risk Retention Rule to direct Freddie Mac to sell or otherwise hedge the credit risk that Freddie Mac otherwise would be required to retain under the Risk Retention Rule and has instructed Freddie Mac to take such action necessary to effect this outcome.

The Mortgage Pool

See Appendix A for a detailed description of the Mortgage Loans. See also the Securities Administrator's website at https://pivot.usbank.com.

Due Diligence Review

Unless otherwise noted, the information presented in this Offering Circular concerning the due diligence reviews is based on characteristics of the Mortgage Loans as of the Cut-Off Date.

The discussion below summarizes the due diligence review performed by an independent third party diligence provider (the **"Diligence Provider"**) for the review of the Mortgage Loans. Upon completion of this due diligence review and the Seller's removals for reasons other than as a result of the due diligence review, the Mortgage Pool consisted of 10,185 Mortgage Loans (the **"Mortgage Pool"**). All percentages described below reflect approximate percentages by loan count.

Compliance Review

In connection with the selection of mortgage loans intended to be included in this transaction, the Seller engaged the Diligence Provider to perform a regulatory compliance review on 3,993 mortgage loans, and as part

of that compliance review, a subset of 49 mortgage loans was targeted for inclusion in the regulatory compliance review because such subset of mortgage loans was previously dropped from one or more prior securitizations due to material compliance findings (collectively, the **"Initial Compliance Review"** and each mortgage loan initially reviewed, an **"Initial Compliance Review Mortgage Loan"**). Upon completion of the Initial Compliance Review, the Diligence Provider identified 18 Initial Compliance Review Mortgage Loans representing approximately 0.45% of the Initial Compliance Review Mortgage Loans to be in violation of High Cost Lending Laws (as defined below) with properties located within the following states: Arizona (1), Washington DC (1), Florida (1), Georgia (4), Illinois (1), Massachusetts (1), New York (4), Ohio (3), South Carolina (1), and Tennessee (1).

As a result of these findings, the Initial Compliance Review was expanded to include 274 additional mortgage loans (the **"Expanded Compliance Review"** and the **"Expanded Compliance Review Mortgage Loans"**) representing all the remaining mortgage loans that were purchased by Freddie Mac from the same Seller/Servicer (as defined in the Guide), originated in the same calendar year and in the same states as the 18 Initial Compliance Review Mortgage Loans found to be in violation of High Cost Lending Laws. Upon completion of the Expanded Compliance Review, the Diligence Provider identified 6 Expanded Compliance Review Mortgage Loans representing approximately 2.19% of the Expanded Compliance Review Mortgage Loans to be in violation of High Cost Lending Laws with properties located within the following states: New York (2), Ohio (2), Tennessee (1), and Georgia (1). During the Initial Compliance Review and the Expanded Compliance Review, the Diligence Provider conducted a regulatory compliance review of 4,267 mortgage loans intended to be included in this transaction (the **"Compliance Review"**, and the **"Compliance Review Mortgage Loans"**).

The Diligence Provider's review of each Compliance Review Mortgage Loan was to determine compliance with certain state and federal laws, including whether any such mortgage loans met the definition of a "high cost home loan," "Section 32 loan," "HOEPA loan," "covered loan" or similarly designated loan under any federal, state or local law as defined by applicable anti-predatory and abusive lending laws at the time of origination (**"High Cost Lending Laws"**).

Based upon the results of such review, 145 Compliance Review Mortgage Loans (representing approximately 3.40% of the Compliance Review Mortgage Loans) were removed from the Mortgage Pool because:

(i) 120 (approximately 2.81%) Compliance Review Mortgage Loans were either missing the required or complete documentation to confirm compliance with applicable High Cost Lending Laws in unlimited assignee liability (**"UAL"**) states,

(ii) 24 (approximately 0.56%) Compliance Review Mortgage Loans were found to be in violation of High Cost Lending Laws, and

(iii) 1 (approximately 0.02%) Compliance Review Mortgage Loan was found to be in violation of certain state laws (West Virginia).

Such review by the Diligence Provider noted the following exceptions with respect to the Compliance Review Mortgage Loans as a result of certain missing origination documents:

Missing Documentation Exception	Loan Count[(1)]	% of Compliance Review Mortgage Loans (by Loan Count)	% of Mortgage Pool (by Loan Count)
Truth-in-Lending Statement (non-UAL)	621	14.55%	6.10%
Truth-in-Lending Statement (UAL)[(2)]	288	6.75%	2.83%
Final HUD-1 / Closing Disclosure	47	1.10%	0.46%
Indeterminable (non-UAL)	496	11.62%	4.87%
Indeterminable (UAL)	120	2.81%	1.18%

(1) Includes Compliance Review Mortgage Loans removed from the Mortgage Pool.
(2) For purposes of the Diligence Provider's review, the following states were considered to be UAL states: Arkansas, Colorado, Georgia, Illinois, Indiana, Kentucky, Maine, Massachusetts, New Jersey, New Mexico, New York, Oklahoma, Rhode Island and Tennessee.

909 Compliance Review Mortgage Loans with missing truth-in-lending statements were not removed because the relevant statute of limitations has expired.

With respect to the 47 Compliance Review Mortgage Loans that are missing a Final HUD-1, the Diligence Provider performed a limited regulatory compliance review based upon alternative documents (i.e. an Estimated or Unsigned HUD-1, Estimated Closing Disclosure or Title Company Closing Statement), and 1 such Compliance Review Mortgage Loan was found to be in violation of High Cost Lending Laws, so it was removed.

With respect to the Compliance Review Mortgage Loans that are designated as "Indeterminable" (non-UAL and UAL) in the chart above, the Diligence Provider was unable to determine if such Indeterminable mortgage loans met the definition of a "high cost home loan" or equivalent category of loan under federal or state law, as applicable. With regard to the potential violation of state High Cost Lending Laws, the Seller did not remove 496 Indeterminable mortgage loans because such mortgage loans were originated in states with either no assignee liability or capped assignee liability, but the Seller did remove 120 Indeterminable mortgage loans that were originated in UAL states. However, to the extent the Compliance Review Mortgage Loans that were found to be Indeterminable were actually originated in violation of a state High Cost Lending Law that carries assignee liability, note that the statute of limitations for affirmative claims under the state High Cost Lending Law or other state law theories, as applicable, may not have expired, and even if they have expired, a borrower may have the right to make a claim for recoupment or set-off to judgment at a foreclosure action, notwithstanding the expiration of the applicable state statute of limitations. If such affirmative claim is made by the borrower, the Trust may be subject to assignee liability depending upon the nature of the claim and the governing state law. If such recoupment or set-off claim is made by the borrower to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages depending upon the nature of the claim and the governing state law.

With respect to the 616 Compliance Review Mortgage Loans that are designated as "Indeterminable" (non-UAL and UAL) in the chart above, the Diligence Provider was unable to determine if such mortgage loans were originated in violation of the federal Homeowners' Equity Protection Act (**"HOEPA"**); however, the Seller did not remove any such Indeterminable mortgage loans because HOEPA has capped assignee liability. Further, with regard to the potential violation of HOEPA, while the statute of limitations for affirmative claims by the borrowers under HOEPA has expired, to the extent that any such Mortgage Loans were originated in violation of HOEPA, the related borrower would have a right to make a claim for recoupment or set-off to judgment at a foreclosure action, notwithstanding the expiration of the applicable statute of limitations. If such recoupment or set-off claim is made by the borrower under federal law to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages. Furthermore, should any such mortgage loans be determined to have been originated in violation of HOEPA, a borrower could assert any claims which could have been brought against the original creditor under applicable state laws, such as consumer protection laws, whose statute of limitations may or may not have expired. If such affirmative claim is made by the borrower under a differing state law theory, the Trust may be subject to assignee liability depending upon the nature of the claim and legal theory.

The Diligence Provider also conducted a review of each Compliance Review Mortgage Loan for material compliance with certain applicable federal and state disclosure requirements, appraisal and valuation requirements, points and fees limitations, counseling requirements and predatory lending laws. The regulatory review included a review of the accuracy and completeness of information required to be disclosed by TILA and/or RESPA and their implementing regulations, Regulation Z and Regulation X, including the TRID rule and whether any of the Compliance Review Mortgage Loans that were originated after January 1st 2014 (**"Post-2014 Mortgage Loans"**) are High Cost Mortgage Loans and are in compliance. With respect to the Qualified Mortgage Rules under Regulation Z (**"QM Rules"**), each such Post-2014 Mortgage Loan was exempt from the ability to repay rules under Regulation Z (**"ATR Rules"**) based on Freddie Mac's purchase of such Post-2014 Mortgage Loan and eligibility under the **"QM Patch"**.

Such review by the Diligence Provider noted the following exceptions with respect to the Compliance Review Mortgage Loans:

Exception	Loan Count[1][2]	% of Compliance Review Mortgage Loans (by Loan Count)	% of Mortgage Pool (by Loan Count)
Finance / APR Charges Under-disclosed	296	6.94%	2.91%
Right of Rescission	1,391	32.60%	13.66%
TILA Violations	2,025	47.46%	19.88%
TRID Violations	7	0.16%	0.07%
Texas Equity Loans	36	0.84%	0.35%
Federal and State Higher Priced Mortgage Loan (**"HPML"**) - Non-Compliant	1	0.02%	0.01%

(1) Certain of the Compliance Review Mortgage Loans have more than one of the exceptions identified in the table. In such instances, a Compliance Review Mortgage Loan will be placed in each exception category.
(2) Includes Compliance Review Mortgage Loans removed from the Mortgage Pool.

The Seller did not remove 2,644 additional Compliance Review Mortgage Loans with under-disclosed finance charges, deficient right of rescission notices or TILA violations because, in each case, the relevant period for the related borrowers to rescind such Mortgage Loans under TILA has expired and the relevant statute of limitations for affirmative claims by the borrowers has expired. However, the existence of such TILA violations would permit a borrower to make such claims as a recoupment or set-off to judgment at a foreclosure action notwithstanding the expiration of the applicable statute of limitations. If such recoupment or set-off claim is made by the borrower to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages depending upon the nature of the claim and the governing state law.

With respect to 1,391 Compliance Review Mortgage Loans which were found to have rescission issues, none of such Mortgage Loans were removed because the relevant statute of limitations for affirmative claims has expired or will expire as of the Closing Date and no rescission claim has been made by any borrowers to date.

The Seller did not remove any of the 7 Post-2014 Compliance Review Mortgage Loans with TRID violations because, in each case, the relevant period for the related borrowers to rescind such mortgage loans under TILA has expired and the relevant statute of limitations for affirmative claims by the borrowers has expired. However, the existence of such TRID violations would permit a borrower to make such claims as a recoupment or set-off to judgment at a foreclosure action notwithstanding the expiration of the applicable statute of limitations. If such recoupment or set-off claim is made by the borrower to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages depending upon the nature of the claim and the governing state law.

The Seller did not remove the 36 Compliance Review Mortgage Loans governed by Article XVI, §50(a)(6) of the Texas Constitution (**"Texas Equity Mortgage Loans"**), because (i) there was no indication that such Texas Equity Mortgage Loans did not comply with the requirements of the Texas Constitution, Article XVI, §50(a)(6) and/or (ii) such Texas Equity Mortgage Loans are able to be cured. Failure to comply with the requirements of §50(a)(6) of the Texas Constitution may result in a voided loan unless the particular error is corrected within 60 days of being notified by the mortgagor of the compliance failure. Cure of any actual violations of § 50(a)(6) can be effectuated by utilizing the broad cure provisions found in the Texas Constitution and related regulations.

With respect to the 1 Compliance Review Mortgage Loan which was deemed to be non-compliant with federal and state Higher Priced Mortgage Loan (**"HPML"**), as no evidence was found that an escrow account was established at closing, such Mortgage Loan was not removed because the relevant statute of limitations for affirmative claims has expired (however, note that a borrower could raise such exceptions as a defense to foreclosure).

The Seller did not remove any of the 57 Compliance Review Mortgage Loans found to be missing certain documents or required disclosures related to the borrower's interest or "net tangible benefit" and/or state ability to repay laws for mortgaged properties, and located in the following states: Maryland (8), North Carolina (4), New Mexico (1), Ohio (29) and Rhode Island (15) because the related borrower's benefit was confirmed by the Diligence Provider and the relevant statute of limitations for affirmative claims by the borrower has expired.

Tax & Title Review

In connection with the selection of Mortgage Loans for the Mortgage Pool, the Seller engaged the Diligence Provider to perform a tax and title review on all of the Mortgage Loans in the Mortgage Pool (each mortgage loan reviewed, a **"Title Review Mortgage Loan"**). The Diligence Provider conducted the tax and title review of the title policies, mortgages and lien searches to confirm the first lien position of the related mortgages and to identify other liens on the related mortgaged properties that may take priority over that of the related Title Review Mortgage Loan.

Based upon the results of the review, the Diligence Provider determined that 444 of the Title Review Mortgage Loans (representing approximately 4.36% of the Title Review Mortgage Loans) included in the Mortgage Pool had a prior mortgage(s), prior liens and/or judgments. The Seller did not remove any of these Title Review Mortgage Loans because either (i) the related title policy did not reflect any exceptions related to a prior mortgage, prior liens and/or judgments, (ii) additional documentation was identified that evidenced that the prior mortgage, prior lien and/or judgment had been released or subordinated or (iii) the statute of limitations related to the enforcement of such prior mortgage, prior liens and/or judgments had expired.

Based upon the results of the review, the Diligence Provider also determined that the following superior liens attached to the related mortgaged properties subsequent to the issuance of the applicable final title policies and take priority over the related Title Review Mortgage Loan (each, a **"Post Origination Lien"**, and the related mortgage loans a **"Post Origination Lien Mortgage Loan"**):

Lien Type	Approximate Amount	Loan Count	% of Mortgage Pool (by Loan Count)
HOA or COA Liens in Super Lien States[1]	$826,040.58	199	1.95%
Municipal Liens	$400,444.28	150	1.47%
Mechanics Liens	$ 0.00	0	0.00%
Property Tax Liens[2]	$ 88,821.88	41	0.40%

(1) For purposes of the Diligence Provider's review, the following states were considered to be super lien states for HOA **or** COA liens: Alabama, Alaska, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Maryland, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, Nevada, Oregon, Pennsylvania, Puerto Rico, Rhode Island, Tennessee, Vermont, Washington, West Virginia, and Wyoming.

(2) Six mortgage loans were not included in the mortgage loan count shown above because such mortgage loans did not have any specific Property Assessed Clean Energy (**"PACE"**) lien delinquencies.

The Seller did not remove any Post Origination Lien Mortgage Loans that are identified on the "Schedule of Existing Liens" to be attached to the Pooling and Servicing Agreement. The Seller will not be obligated to repurchase those Mortgage Loans if Material Breaches of certain Representations and Warranties arise as a result of those Post Origination Liens that take priority because the Seller instead will be required to indemnify and reimburse the Trust for any actual losses, damages and payments incurred or made by the Trust to lien holders up to the lesser of, the amount of the lien or the statutory amount during the Indemnification Period .

Based upon the results of the review, the Diligence Provider also determined that the following delinquent property taxes attached to the related mortgaged properties.

Item	Approximate Amount	Loan Count	% of Mortgage Pool (by Loan Count)
Delinquent Property Taxes	$93,455.22	67	0.66%

100% of the Mortgage Loans in the Mortgage Pool were included in a tax and title review.

Data Integrity Review

In connection with the selection of Mortgage Loans for the Mortgage Pool, the Seller engaged the Diligence Provider to perform two separate data integrity reviews on certain of the mortgage loans.

Modification Data Review. For mortgage loans that have been modified, the Diligence Provider performed a data integrity review on 8 fields found on the Seller's data file for all of the Mortgage Loans in the Mortgage Pool (the **"Modification Data Integrity Fields"** and such Mortgage Loans subject to such review, the **"Modification Data Review Mortgage Loans"**) against the modification source documents on all of the mortgage loans in the initial pool at the time of the review, for a total review of 59,776 data fields (the **"Modification Data Review"**).

Based on the results of the Modification Data Review, the Diligence Provider noted 252 Mortgage Loans (representing approximately 3.37% of the Modification Data Review Mortgage Loans) had 260 data variances. Such Modification Data Review Mortgage Loans were not removed because (a) the Seller determined that 70 data variances with respect to such Modification Data Review Mortgage Loans were attributable to modified first payment dates and updated the data file, (b) the servicer cured 64 data variances by sending the related borrower a clarifying letter or by locating an applicable correction letter, or (c) 126 data variances were cured by the servicer updating the data tape and/or its system of record.

100% of the Modification Data Review Mortgage Loans in the Mortgage Pool were included in the Modification Data Review.

Non-Modified Loan Data Review. For mortgage loans that have not been modified, the Diligence Provider performed a data integrity review on (a) 11 fields found on the Seller's data file for all of the fixed-rate non-modified Mortgage Loans, and (b) 25 fields found on the Seller's data file for all of the adjustable rate non-modified Mortgage Loans (together, the **"Non-Modified Loan Data Integrity Fields"** and such Mortgage Loans subject to such review, together, the **"Non-Modified Loan Data Review Mortgage Loans"**) against the promissory note for all of the Non-Modified Loan Data Review Mortgage Loans in the initial pool at the time of the review, for a total review of 33,581 data fields (the **"Non-Modified Loan Data Review"**).

Based on the results of the Non-Modified Loan Data Review, the Diligence Provider noted 293 Mortgage Loans (representing approximately 10.80% of the Non-Modified Loan Data Review Mortgage Loans) included in the Mortgage Pool had 295 data variances. Such Non-Modified Loan Data Review Mortgage Loans are included in the Mortgage Pool because the servicer cured all 295 data variances by updating the data tape and/or its system of record.

100% of the Non-Modified Loan Data Review Mortgage Loans in the Mortgage Pool were included in the Non-Modified Loan Data Review.

The modified or non-modified status of the Modification Data Review Mortgage Loans or the Non-Modified Loan Data Review Mortgage Loans, respectively, was determined on May 31, 2020. Since that determination, 108 Non-Modified Loan Data Review Mortgage Loans have been modified, and 527 Non-Modified Loan Data Review Mortgage Loans had payment deferrals. A Modification Data Review was not subsequently conducted for such 635 Non-Modified Loan Data Review Mortgage Loans.

Payment History Review. The Diligence Provider performed a payment history review on 2,733 mortgage loans intended to be included in this transaction (collectively, the **"Payment History Review"** and the **"Payment History Review Mortgage Loans"**).

To achieve this, the Diligence Provider created its own 36-month payment string utilizing individual mortgage loan payment history reports provided by the Seller using the MBA methodology and compared the results to the payment history provided by the Seller.

For 2 of the Payment History Review Mortgage Loans, the Diligence Provider compared between 29 and 30 months of payment history for each such Payment History Review Mortgage Loan because these mortgage loans did not have a complete 36 months of payment history, and the complete payment history for 2 Payment History Review Mortgage Loans that were originated less than 36 months prior to the date of review.

Property Valuation

The Diligence Provider performed a property valuation review of 100% of the Mortgage Loans in the Mortgage Pool (the **"Property Valuation Review"**). Of the mortgage loans in the Property Valuation Review, 10,126 mortgage loans had Broker Price Opinions (**"BPOs"**), 6 mortgage loans located in West Virginia had FHLMC Form 2055 Exterior-Only Inspection Residential Appraisal Reports (**"2055 Reports"**), 51 had Comparative Market Analysis reports (**"CMAs"**) completed, and 2 had Collateral Desktop Analysis reports (**"CDAs"**) completed.

DESCRIPTION OF THE CERTIFICATES

General

On the Closing Date, the Seller will sell the Mortgage Loans to the Trust and the Trust will issue Certificates pursuant to the Pooling and Servicing Agreement. The Certificates will represent interests in the assets of the Trust, which, on the Closing Date, will consist of (i) the Mortgage Loans, (ii) such assets as from time to time are identified as deposited in respect of the Mortgage Loans in the Collection Account and the Payment Account, (iii) property acquired by foreclosure of the Mortgage Loans or deed-in-lieu of foreclosure, (iv) any applicable insurance policies, (v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing and (vi) the obligations of Freddie Mac pursuant to the Freddie Mac Guarantee with respect to the Guaranteed Certificates.

The Guaranteed Certificates have the approximate initial Class Principal Amounts set forth on the cover page or Schedule I of this Offering Circular. The Class Coupon for each Class of Guaranteed Certificates will be the per annum rate set forth on the cover page or Schedule I of this Offering Circular. The Certificates will be offered only in book-entry form on the book entry system of The Depository Trust Company.

The Certificates will receive distributions of principal and interest in accordance with the distribution rules set forth in the Pooling and Servicing Agreement. The Certificates will be subject to the allocation of Certificate Writedown Amounts, which will reduce their Class Principal Amounts. To the extent that the Guaranteed Certificates are allocated Certificate Writedown Amounts, the Guarantor will be required to make a corresponding Guarantor Principal Payment as described herein.

Structure of Transaction

This transaction is structured with eleven REMICs. Specifically, the REMIC Pools are structured as follows:

REMIC Pool	Classes Issued from REMIC Pool	REMIC Pool Assets
Class AF Certificate	Class A-1, Class A-2 and Class R	Class AF
Upper-Tier	Class AF, Class M-1, Class M-2, Class M-3, Class B, Class XS and Class R	Ninth Tier Regular Interests
Ninth Tier	Ninth Tier Regular Interests and Class R	Eighth Tier Regular Interests
Eighth Tier	Eighth Tier Regular Interests and Class R	Seventh Tier Regular Interests
Seventh Tier	Seventh Tier Regular Interests and Class R	Sixth Tier Regular Interests
Sixth Tier	Sixth Tier Regular Interests and Class R	Fifth Tier Regular Interests
Fifth Tier	Fifth Tier Regular Interests and Class R	Fourth Tier Regular Interests
Fourth Tier	Fourth Tier Regular Interests and Class R	Third Tier Regular Interests
Third Tier	Third Tier Regular Interests and Class R	Second Tier Regular Interests
Second Tier	Second Tier Regular Interests and Class R	First Tier Regular Interests
First Tier	First Tier Regular Interests and Class R	The Mortgage Loans

Form, Registration and Transfer of the Certificates

The Guaranteed Certificates will be Book-Entry Certificates and will be available in fully-registered form (such form, the **"Definitive Certificates"**) only in limited circumstances described below.

All of the Guaranteed Certificates, other than the Interest Only Certificates, will be issued, held and transferable in minimum denominations of $1,000 and additional increments of $1. The Interest Only Certificates will be issued, held and transferable in minimum denominations of $100,000 and additional increments of $1. The Guaranteed Certificates are not intended to be and should not be directly or indirectly held or beneficially owned in amounts lower than such minimum denominations. A single Certificate of each Class may be issued in an amount different (but not less) than the minimum denominations described above.

The Securities Administrator will initially serve as paying agent, certificate registrar and transfer agent for purposes of making calculations and distributions with respect to the Guaranteed Certificates and providing for registration, transfers and exchanges of the Certificates except for exchanges of Exchangeable and/or MACR Certificates. In addition, the Securities Administrator will perform certain reporting and other administrative functions.

Book-Entry Certificates. Persons acquiring beneficial ownership interests in the Book-Entry Certificates (**"Certificate Owners"**) will hold such Certificates through The Depository Trust Company (**"DTC"**) in the United States and Clearstream or Euroclear outside the United States, if they are participants of such systems (the **"Participants"**), or indirectly through organizations which are participants in such systems (the **"Indirect Participants"**). Each Class of Book-Entry Certificates initially will be represented by one or more physical certificates registered in the name of Cede & Co., the nominee of DTC. Except as described below, no Certificate Owner will be entitled to receive a Definitive Certificate. Unless and until Definitive Certificates are issued, it is anticipated that the only Certificateholder of the Book-Entry Certificates will be Cede & Co., as nominee of DTC. Certificate Owners will not be Certificateholders as that term is used in the Pooling and Servicing Agreement. Certificate Owners are only permitted to exercise their rights indirectly through Participants, Indirect Participants, Clearstream, Euroclear and DTC.

The Securities Administrator or another designated institution will act as the custodian for Book-Entry Certificates on DTC and as the **"Common Depository"** for Book-Entry Certificates which clear and settle through Euroclear and Clearstream.

A Certificate Owner's ownership of a Book-Entry Certificate will be recorded on the records of the brokerage firm, bank, thrift institution or other financial intermediary (each, a **"Financial Intermediary"**) that maintains the Certificate Owner's account for such purpose. In turn, the Financial Intermediary's ownership of such Book-Entry Certificate will be recorded on the records of DTC (or of a participating firm that acts as agent for the Financial Intermediary, whose interest will in turn be recorded on the records of DTC, if the Certificate Owner's Financial Intermediary is not a Participant but rather an Indirect Participant), and on the records of Clearstream or Euroclear, and their respective Participants or Indirect Participants, as applicable.

Certificate Owners will receive all distributions of principal and interest, as applicable, on the Book-Entry Certificates from the Securities Administrator through DTC (and Clearstream or Euroclear, as applicable) and Participants. While the Book-Entry Certificates are outstanding (except under the circumstances described below), under the rules, regulations and procedures creating and affecting DTC and its operations (the **"Rules"**), DTC is required to make book-entry transfers among Participants on whose behalf it acts with respect to the Book-Entry Certificates and is required to receive and transmit distributions of principal of, and interest on, the Book-Entry Certificates. Participants and Indirect Participants with whom Certificate Owners have accounts with respect to Book-Entry Certificates are similarly required to make book-entry transfers and receive and transmit such distributions on behalf of their respective Certificate Owners. Accordingly, although Certificate Owners will not possess certificates representing their respective interests in the Book-Entry Certificates, the Rules provide a mechanism by which Certificate Owners will receive distributions and will be able to transfer their interest. It is expected that distributions by Participants and Indirect Participants to Certificate Owners will be governed by such standing instructions and customary practices. However, distributions of principal and interest in respect of such Book-Entry Certificates will be the responsibility of the applicable Participants and Indirect Participants and will not be the responsibility of DTC (or Clearstream or Euroclear, as applicable), the Issuer or the Securities Administrator once paid or transmitted by them.

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

The laws of some states require that certain persons take physical delivery of securities in definitive certificated form. Consequently, this may limit a Certificate Owner's ability to transfer its interests in a Book-Entry Certificate to such persons. Because DTC can only act on behalf of its Participants, the ability of an owner

of a beneficial interest in a Book-Entry Certificate to pledge such interest to persons or entities that are not DTC Participants, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for such interest. In addition, issuance of the Book-Entry Certificates in book-entry form may reduce the liquidity of such Certificates in the secondary market because certain prospective investors may be unwilling to purchase Certificates for which they cannot obtain a physical certificate.

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

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

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

Clearstream Banking société anonyme, 42 Avenue JF Kennedy, L-1855, Luxembourg (**"Clearstream"**), is a subsidiary of Clearstream International (**"Clearstream International"**), a Luxembourg limited liability company formed in January 2000 through the merger of Cedel International and Deutsche Boerse Clearing, a subsidiary of Deutsche Boerse AG. In July 2002, Deutsche Boerse AG acquired Cedel International and its 50% ownership of Clearstream International. Clearstream is registered as a bank in Luxembourg, and as such is subject to supervision by the Luxembourg Financial Sector Supervisory Commission, which supervises Luxembourg banks.

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

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

The Euroclear System (**"Euroclear"**) was created in 1968 to hold securities for its participants (**"Euroclear Participants"**) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of

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

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System and applicable Belgian law (collectively, the **"Terms and Conditions"**). The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions on the Book-Entry Certificates will be made on each Distribution Date by the Securities Administrator to Cede & Co., as nominee of DTC. DTC will be responsible for crediting the amount of such distributions to the accounts of the applicable DTC Participants in accordance with DTC's normal procedures. Each DTC Participant will be responsible for disbursing such distributions to the Certificate Owners of the Book-Entry Certificates that it represents and to each Financial Intermediary for which it acts as agent. Each such Financial Intermediary will be responsible for disbursing funds to the Certificate Owners of the Book-Entry Certificates that it represents.

Under a book-entry format, Certificate Owners may experience some delay in their receipt of distributions, since such distributions will be forwarded by the Securities Administrator to Cede & Co. Distributions with respect to Certificates held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream Participants or Euroclear Participants in accordance with the relevant system's rules and procedures, to the extent received by the Common Depository. Such distributions will be subject to tax reporting in accordance with relevant U.S. federal tax laws and regulations. See *"Certain Federal Income Tax Consequences — Taxation of Certain Foreign Investors"*, *"— Backup Withholding"* and *"— Reporting and Administrative Matters"*.

DTC has advised the Securities Administrator that unless and until Definitive Certificates are issued or modified, DTC will take any action the holders of the Book-Entry Certificates are permitted to take under the Pooling and Servicing Agreement only at the direction of one or more Financial Intermediaries to whose DTC accounts the Book-Entry Certificates are credited, to the extent that such actions are taken on behalf of Financial Intermediaries whose holdings include such Book-Entry Certificates. Clearstream or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by a Certificateholder under the Pooling and Servicing Agreement on behalf of a Clearstream Participant or Euroclear Participant only in accordance with its relevant rules and procedures and subject to the ability of the Common Depository to effect such actions on its behalf through DTC. DTC may take actions, at the direction of the related Participants, with respect to some Book-Entry Certificates which conflict with actions taken with respect to other Book-Entry Certificates.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of Book-Entry Certificates among DTC Participants, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or modified at any time. The Securities Administrator will not have any responsibility for the performance by any system or their respective direct Participants or Indirect Participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Neither the Trustee nor the Securities Administrator will have any responsibility for any aspect of the records relating to or distributions made on account of beneficial ownership interests of the Book-Entry Certificates held by Cede & Co., as nominee for DTC, or for maintaining, supervising or reviewing any records

relating to such beneficial ownership interests. In the event of the insolvency of DTC, a Participant or an Indirect Participant of DTC in whose name Book-Entry Certificates are registered, the ability of the Certificate Owners of such Book-Entry Certificates to obtain timely distributions and, if the limits of applicable insurance coverage by the Securities Investor Protection Corporation are exceeded or if such coverage is otherwise unavailable, ultimate distributions, of amounts distributable with respect to such Book-Entry Certificates may be impaired.

Definitive Certificates. Definitive Certificates will be issued to Certificate Owners of the Book-Entry Certificates, or their nominees, rather than to DTC, only if (i) Freddie Mac, in its corporate capacity, advises the Trustee and the Securities Administrator, or the Trustee or the Securities Administrator otherwise become aware, that DTC is no longer willing or able to discharge properly its responsibilities as nominee and depositary with respect to the Book-Entry Certificates and Freddie Mac, in its corporate capacity, is unable to locate a qualified successor, or (ii) Freddie Mac, in its corporate capacity, at its option and with the consent of the applicable DTC Participants, advises the Securities Administrator in writing that it elects to terminate the book-entry system through DTC with respect to the Book-Entry Certificates.

Upon the occurrence of either of the events described above, the Securities Administrator is required to notify all applicable Certificate Owners through the applicable DTC Participants, of the occurrence of either such event and of the availability of Definitive Certificates to related Certificate Owners requesting the same. Upon surrender to the Securities Administrator of the related Certificates by DTC accompanied by registration instructions from DTC for registration, the Securities Administrator will issue the Definitive Certificates for such Class. None of the Securities Administrator, Freddie Mac or the Trustee will be liable for any delay in the delivery of such instructions and may conclusively rely on, and will be protected in relying on, such instructions. Upon the issuance of Definitive Certificates, all references in the Pooling and Servicing Agreement to obligations imposed upon or to be performed by DTC will be deemed to be imposed upon and performed by the Securities Administrator, to the extent applicable with respect to such Definitive Certificates, and the Securities Administrator and the Trustee will recognize the holders of the Definitive Certificates of the related Class as Certificateholders of such Class thereunder. Such Definitive Certificates may also bear additional legends that Freddie Mac deems advisable. None of the Certificates will ever be issuable in bearer form.

Any portion of an interest in such a Book-Entry Certificate transferred or exchanged will be executed, authenticated and delivered only in the required minimum denomination as set forth herein. A Definitive Certificate delivered in exchange for an interest in such a Book-Entry Certificate will bear the applicable legend set forth in the applicable exhibits to the Pooling and Servicing Agreement and will be subject to the transfer restrictions referred to in such applicable legends and any additional transfer restrictions as may from time to time be adopted by Freddie Mac and the Securities Administrator.

The holders of the Definitive Certificates will be able to transfer or exchange the Definitive Certificates, by surrendering them at the office of the Securities Administrator together with the form of transfer endorsed thereon duly completed and executed, and otherwise in accordance with the provisions of the Pooling and Servicing Agreement, and in exchange therefor one or more new Definitive Certificates will be issued having an aggregate Class Principal Amount equal to the remaining Class Principal Amount of the Definitive Certificates transferred or exchanged.

The Securities Administrator will keep in a certificate register the records of the ownership, exchange and transfer of Definitive Certificates. No service charge will be imposed for any registration of transfer or exchange of a Definitive Certificate, but the Securities Administrator or Trustee may require payment of a sum sufficient to cover any tax or other governmental charge imposed in connection therewith.

Replacement

The Securities Administrator will replace Definitive Certificates that are mutilated, destroyed, stolen or lost at the holder's expense when the holder provides evidence of the destruction, theft or loss of the Certificates to the Securities Administrator as well as an indemnity, satisfactory to the Trustee and the Securities Administrator.

Certificates Acquired or Retained by Freddie Mac

We may (i) on the Closing Date, retain one or more Classes of Certificates or (ii) from time to time, repurchase or otherwise acquire (either for cash or in exchange for newly-issued Certificates) some or all of any Class(es) of Certificates at any price or prices, in the open market or otherwise. We may hold or sell any Certificates that we retain or repurchase. Any Certificates we own will have an equal and proportionate benefit under the provisions of the Pooling and Servicing Agreement, without preference, priority or distinction as among those Certificates. 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 or the Guarantor, any Certificate registered in the name of the Trustee or the Guarantor, or any affiliate thereof, 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; provided, that the foregoing Voting Rights limitation shall not apply (i) if the Trustee or the Guarantor, as the case may be, and/or any affiliate thereof, own the entire Class of each Class of Certificates affected by such action, vote, consent or waiver, or (ii) in matters pertaining to (a) a Servicer Event of Default or (b) a proposed amendment to the Pooling and Servicing Agreement, each as described therein. As long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed, the Voting Rights with respect to the Guaranteed Certificates will be vested in the Guarantor. If the Mandatory Guarantor Repurchase Obligation is exercised, the Voting Rights of the Class A-1 and Class A-2 Certificates will be deemed not to be outstanding once their Class Principal Amounts have been reduced to zero.

Notice

Any notice, demand or other communication which is required or permitted to be given to a holder may be given, in the case of a holder of a Certificate maintained on DTC, by transmission through the DTC communication system. The communication will be deemed to have been sufficiently given or made upon mailing or transmission.

Distributions

Distributions on the Certificates will be made by the Securities Administrator, as paying agent, on the twenty-fifth (25th) day of each month (or, if such day is not a Business Day, then on the next succeeding Business Day), beginning in October 2020 (each, a **"Distribution Date"**), to the persons in whose names such Certificates are registered as of the Record Date. A **"Business Day"** means a day other than:

- A Saturday or Sunday.
- A day on which the offices of Freddie Mac are authorized or obligated by law or executive order to be closed.
- A day on which banking or savings and loan institutions are authorized or obligated by law or executive order to be closed in the State of New York, any city or state in which the Collateral Administrator or the Securities Administrator or the Servicer or the entity maintaining the Escrow Account and the Collection Account operates, or any city in which the Collateral Administrator or the Securities Administrator is located or is authorized or obligated by law or executive order to be closed.

Distributions on each Distribution Date will be made by wire transfer in immediately available funds to each Certificateholder's account at a bank or other depositary institution having appropriate wire transfer facilities. Cede & Co. will be the registered holder of the Certificates. However, the final distribution on any Certificate will be made in like manner only upon presentation and surrender of such Certificate at the offices of the Securities Administrator located at 111 East Fillmore Avenue, St. Paul, MN 55107 Attention: Bondholder Services — Freddie Mac SLST 2020-2 or as otherwise indicated on the relevant notice thereof. Distributions will be made to Certificate Owners through the facilities of DTC, as described above under *"— Form, Registration and Transfer of the Certificates"*.

Distributions on the Certificates are to be made by the Securities Administrator, on behalf of the Issuer, without deduction or withholding of taxes, except as otherwise required by law. The Certificates will not provide

for any gross-up distributions in the case that distributions on the Certificates become subject to any deduction or withholding on account of taxes.

Reporting Periods

For any Distribution Date and for the purpose of making calculations with respect to the Certificates, the Collection Period on the Certificates is described under *"Summary of Terms"* and the example provided below.

For example, on the Distribution Date in October 2020 and for purposes of making calculations with respect to the Certificates the Collection Period will be from September 1, 2020 through September 30, 2020.

Glossary of Terms

The following terms are given the meanings shown below to help describe the cash flows on the Certificates (unless otherwise noted, the calculations, definitions and allocations described in this Offering Circular assume that no exchanges for MACR Certificates have occurred):

"Aggregate Fee Rate" means for any Distribution Date, a per annum rate equal to the sum of (i) the Servicing Fee Rate, (ii) the Securities Administrator Fee Rate, (iii) the Custodian Fee Rate, (iv) the Guarantor Oversight Fee Rate, (v) the Collateral Administrator Fee Rate and (vi) the Excess Servicing Fee Rate.

"Available Coupon Cap Distribution Amount" means with respect any Distribution Date, an amount equal to the excess, if any, of (i) Available Funds remaining after application of clauses *First* through *Twelfth* of *"— Distribution of Available Funds"* over (ii) the sum of (a) the amount by which (x) the aggregate Class Principal Amount of all the Classes of Certificates (other than the Mortgage Insurance Certificate, Interest Only Certificates, Class XS Certificates and Residual Certificates) on such Distribution Date (after application of clauses *First* through *Twelfth* of *"— Distribution of Available Funds"*) exceeds (y) the aggregate Unpaid Principal Balance of the Mortgage Loans at the end of the related Collection Period, and (b) any Certificate Writedown Amounts previously allocated and not reimbursed to the Class M-1, Class M-2, Class M-3 and Class B Certificates.

"Available Funds" means for any Distribution Date, an amount equal to the sum of (i) the Interest Remittance Amount and (ii) the Principal Remittance Amount less, for the avoidance of doubt and without duplication, any Mortgage Insurance Proceeds and any reimbursement for Pre-Existing Servicing Advances.

"Basic Principal Distribution Amount" means with respect to any Distribution Date, the excess (if any) of (a) the Class Principal Amount of the Class AF Certificates immediately preceding such Distribution Date, over (b) the product of (A) (i) 100% minus (ii) the Previous Credit Enhancement Percentage for such Distribution Date and (B) the aggregate Unpaid Principal Balance (for this purpose, as reduced by the aggregate of all Post-Closing Principal Forbearance Amounts for such Distribution Date) of the Mortgage Loans as of the end of the related Collection Period.

"Benchmark" means (a) initially, LIBOR and (b) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR or the then-current Benchmark, the applicable Benchmark Replacement.

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Guarantor as of the Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;

(2) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;

(4) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

(5) the sum of: (a) the alternate rate of interest that has been selected by the Guarantor as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment;

provided, however, that if a Benchmark Replacement is selected pursuant to clause (2) above, and if, on the first day of any calendar month following such selection, a redetermination of the Benchmark Replacement would result in the selection of a Benchmark Replacement under clause (1) above, then (x) the Benchmark Replacement specified in clause (1) above will be the Benchmark commencing with the earliest practical index determination date thereafter and (y) the Benchmark Replacement Adjustment will be redetermined on such date utilizing the Unadjusted Benchmark Replacement corresponding to the Benchmark Replacement specified in

clause (1) above. If redetermination of the Benchmark Replacement on any date described in the preceding sentence would not result in the selection of a Benchmark Replacement under clause (1), then the Benchmark will remain the Benchmark Replacement specified in clause (2) above for the following index determination date.

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

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Guarantor as of the Benchmark Replacement Date:

(1) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected, endorsed or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Guarantor giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate securities at such time.

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

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

"Benchmark Replacement Date" means:

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

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information;

provided, however, that on or after the 60th day preceding the date on which such Benchmark Replacement Date would otherwise occur (if applicable), the Guarantor may give written notice to the Securities Administrator (which will forward such notice, if any, to the Certificateholders pursuant to the notice provisions of the Pooling and Servicing Agreement) in which the Guarantor designates an earlier date (but not earlier than the 30th day following such notice) and represents that such earlier date will facilitate an orderly transition of the transaction to the Benchmark Replacement, in which case such earlier date shall be the Benchmark Replacement Date.

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

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

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that the administrator has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

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

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"Capitalization Amount" means with respect to each Distribution Date and any Mortgage Loan for which a Modification was completed during the related Collection Period, the aggregate capitalized amount attributable to any unpaid interest, Servicing Advances or Pre-Existing Servicing Advances related to such Mortgage Loan.

"Certificate Writedown Amount" means with respect to any Distribution Date, the amount by which (i) the aggregate Class Principal Amount of all the Classes of Certificates (other than the Interest Only Certificates, Excess Servicing Certificates, Mortgage Insurance Certificate and Residual Certificates) on such Distribution Date (after giving effect to distributions of Available Funds and allocations of any related Mortgage Insurance Proceeds on such Distribution Date) exceeds (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans at the end of the related Collection Period.

"Certificate Writeup Amount" means with respect to any Distribution Date, the amount by which (i) the aggregate Unpaid Principal Balance of the Mortgage Loans at the end of the related Collection Period exceeds (ii) the aggregate Class Principal Amount of all the Classes of Certificates outstanding (other than the Interest Only Certificates, Excess Servicing Certificates, Mortgage Insurance Certificate and Residual Certificates) on such Distribution Date (after giving effect to distributions of Available Funds and Mortgage Insurance Proceeds on such Distribution Date).

"Class B Certificates Net WAC" means with respect to any Distribution Date, a per annum rate not less than zero, equal to a fraction, the numerator of which is (x) the excess, if any, of (a) the product of the Net WAC and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period, over (b) the sum of (i) the product of the Class Coupon of the Class AF Certificates for such Distribution Date and the Class Principal Amount of the Class AF Certificates immediately prior to such Distribution Date, (ii) the product of the Class Coupon of the Class M-1 Certificates for such Distribution Date and the Class Principal Amount of the Class M-1 Certificates immediately prior to such Distribution Date, (iii) the product of the Class Coupon of the Class M-2 Certificates for such Distribution Date and the Class Principal Amount of the Class M-2 Certificates immediately prior to such Distribution Date, and (iv) the product of the Class Coupon of the Class M-3 Certificates for such Distribution Date and the Class Principal Amount of the Class M-3 Certificates immediately prior to such Distribution Date, and the denominator of which is (y) the Class Principal Amount of the Class B Certificates immediately prior to such Distribution Date.

"Class Coupon" means with respect to (a) the Class AF Certificates for each Distribution Date on or before the Distribution Date in September 2030 a per annum rate equal to 2.750%. If the Class AF Certificates have not been redeemed by the Majority Representative in connection with its Optional Redemption Right or otherwise paid in full by the Distribution Date in September 2030, then effective on the Distribution Date in October 2030 and thereafter, the Class Coupon of the Class AF Certificates will become a floating rate at a per annum rate, not less than 0.000%, equal to the lesser of (i) One-Month LIBOR plus 2.000% and (ii) 7.000%; (b) the Class A-1, Class A-2 and Class A Certificates for each Distribution Date, a per annum rate equal to 2.750%; (c) the Class A-1B, Class A-2B and Class AB Certificates for each Distribution Date, a per annum rate equal to 2.250%;

(d) the Class A-1C, Class A-2C and Class AC Certificates for each Distribution Date, a per annum rate equal to 2.000%; (e) the Interest Only Certificates for each Distribution Date, a per annum rate equal to 4.00%; (f) the Class A-1D, Class A-2D and Class AD Certificates for each Distribution Date, a per annum rate equal to 1.750%; (g) the Class A-1E, Class A-2E and Class AE Certificates for each Distribution Date, a per annum rate equal to 1.500%; (h) the Class A-1G, Class A-2G and Class AG Certificates for each Distribution Date, a per annum rate equal to 1.250%; (i) the Class M-1, Class M-2, Class M-3 and Class B Certificates for each Distribution Date, a per annum rate equal to the lesser of (i) 4.750%, 6.000%, 6.000% and 6.250%, respectively and (ii) the related Subordinate Certificates Net WAC for such Distribution Date; (j) the Class SUB Certificates for each Distribution Date, a per annum rate equal to the weighted average of the Class Coupons of the Class M-1, Class M-2, Class M-3 and Class B Certificates for such distribution date, weighted based on the outstanding Class Principal Amount of such Classes of Certificates immediately prior to such Distribution Date; and (k) the Class MRR Certificates for each Distribution Date, a per annum rate equal to the weighted average of the Class Coupons of the Class M-2, Class M-3 and Class B Certificates for such Distribution Date, weighted based on the outstanding Class Principal Amount of such Classes of Certificates immediately prior to such Distribution Date. To the extent the Class Coupon of a Class of Subordinate Certificates is limited by the related Subordinate Certificates Net WAC, such Certificates will be entitled to the Coupon Cap Shortfalls for such Class of Certificates.

"Class M-1 Certificates Net WAC" means with respect to any Distribution Date, a per annum rate not less than zero, equal to a fraction, the numerator of which is (x) the excess, if any, of (a) the product of the Net WAC and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period, over (b) the product of the Class Coupon of the Class AF Certificates for such Distribution Date and the Class Principal Amount of the Class AF Certificates immediately prior to such Distribution Date, and the denominator of which is (y) the Class Principal Amount of the Class M-1 Certificates immediately prior to such Distribution Date.

"Class M-2 Certificates Net WAC" means with respect to any Distribution Date, a per annum rate not less than zero, equal to a fraction, the numerator of which is (x) the excess, if any, of (a) the product of the Net WAC and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period, over (b) the sum of (i) the product of the Class Coupon of the Class AF Certificates for such Distribution Date and the Class Principal Amount of the Class AF Certificates immediately prior to such Distribution Date, and (ii) the product of the Class Coupon of the Class M-1 Certificates for such Distribution Date and the Class Principal Amount of the Class M-1 Certificates immediately prior to such Distribution Date, and the denominator of which is (y) the Class Principal Amount of the Class M-2 Certificates immediately prior to such Distribution Date.

"Class M-3 Certificates Net WAC" means with respect to any Distribution Date, a per annum rate not less than zero, equal to a fraction, the numerator of which is (x) the excess, if any, of (a) the product of the Net WAC and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period, over (b) the sum of (i) the product of the Class Coupon of the Class AF Certificates for such Distribution Date and the Class Principal Amount of the Class AF Certificates immediately prior to such Distribution Date, (ii) the product of the Class Coupon of the Class M-1 Certificates for such Distribution Date and the Class Principal Amount of the Class M-1 Certificates immediately prior to such Distribution Date, and (iii) the product of the Class Coupon of the Class M-2 Certificates for such Distribution Date and the Class Principal Amount of the Class M-2 Certificates immediately prior to such Distribution Date, and the denominator of which is (y) the Class Principal Amount of the Class M-3 Certificates immediately prior to such Distribution Date.

"Class MI Fair Market Value Price" means an amount equal to the product of: (a) the sum of the Unpaid Principal Balance of (i) each Mortgage Loan that has mortgage insurance and is in bankruptcy or foreclosure or delinquent by 90 days or more, and has a loan-to-value ratio greater than 75% and (ii) each REO property for which the related Mortgage Loan had mortgage insurance and at the time of foreclosure had a loan-to-value ratio greater than 75%; (b) the Mortgage Insurance Coverage Percentage (weighted by the related Unpaid Principal Balance of such Mortgage Loans); and (c) 70%. For the purposes of calculating the Class MI Fair Market Value Price, the loan-to-value ratio will be determined using BPOs obtained from the Servicer within six (6) months prior to the Distribution Date on which the Optional Redemption Right or Clean-up Call is exercised; and all applicable Unpaid Principal Balances will be as of the Distribution Date on which the Class MI Fair Market Value Price is paid.

"Clean-up Call" means such time that the Majority Representative or, if applicable, the holder of more than 50% of the Class B Certificates or the Servicer may elect to purchase, at the Clean-up Call Purchase Price, all of the Mortgage Loans and other assets in the Trust, thereby causing an early termination of the Trust, as set forth in the Pooling and Servicing Agreement.

"Clean-up Call Date" means the Distribution Date on which the Majority Representative or the holder of more than 50% of the Class B Certificates or the Servicer purchases the Mortgage Loans and other assets in the Trust as a result of exercising its Clean-up Call right.

"Clean-up Call Purchase Price" means the price payable by the Majority Representative, the holder of more than 50% of the Class B Certificates or the Servicer, as the case may be, upon the exercise of the Clean-up Call right. Such price will equal the sum of (i) 100% of the aggregate Unpaid Principal Balance of the outstanding Mortgage Loans (other than with respect to the REO Properties) plus any accrued and unpaid interest thereon, (ii) the aggregate fair market value of the REO Properties, less estimated liquidation expenses, (iii) any unreimbursed Servicing Advances and Pre-Existing Servicing Advances, and (iv) any unpaid fees, expenses, indemnification amounts or other reimbursements owed to the transaction parties (including any unreimbursed Guarantor Interest Payments, Guarantor Principal Payments, Guarantor Maturity Payment and related interest) without regard to the Expenses Cap. The Clean-up Call Purchase Price to be paid to the Securities Administrator may be in the form of cash and surrender by the Majority Representative of any Subordinate Certificates that it owns. The Clean-up Call Purchase Price will be deposited in the Payment Account. The Securities Administrator will be required to apply the Clean-up Call Purchase Price as Available Funds to prepay the outstanding Certificates and terminate the transaction. The Clean-up Call may not be exercised if the Clean-up Call Purchase Price is not sufficient to redeem the outstanding Certificates in full. For the avoidance of doubt, all calculations related to the Clean-up Call Purchase Price will be based on amounts on the Distribution Date on which the Clean-up Call Purchase Price is paid (after taking into account payments made on such Distribution Date in accordance with *"— Distribution of Available Funds"*, any allocation of Certificate Writedown Amounts, Certificate Writeup Amounts and Mortgage Insurance Proceeds).

"Collateral Administrator Expiration Date" means the earlier of (a) the Distribution Date on which the aggregate Class Principal Amount of the Subordinate Certificates has been reduced to zero and (b) the date on which the Collateral Administrator resigns or is terminated and no successor Collateral Administrator is appointed.

"Collateral Administrator Fee" means with respect to each Distribution Date (for which there has been a Collateral Administrator during the related Collection Period) on or prior to the Collateral Administrator Expiration Date, an amount equal to the product of (i) one-twelfth of the Collateral Administrator Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

"Collateral Administrator Fee Rate" means for any Distribution Date, a per annum rate initially equal to 0.0000%. The Collateral Administrator Fee Rate for each Distribution Date will be capped at the lesser of (i) 0.3750% minus the Servicing Fee Rate for such Distribution Date and (ii) 0.0750%.

"Collateral Deficiency" means with respect to a Mortgage Loan, when the Final Certification provided by the Custodian identifies that a document has a deficiency or defect or is missing from the related Collateral File.

"Collateral Deficiency Indemnification Amount" means during the Indemnification Period the amount due from the Seller to the Trust for a Collateral Deficiency Loss.

"Collateral Deficiency Loss" means with respect to a Mortgage Loan, an actual and direct loss incurred during the Indemnification Period caused by a Collateral Deficiency.

"Collateral Exception Report" means the report prepared by the Custodian identifying the status of the collateral documents with respect to each Mortgage Loan, including identifying certain variances from the collateral delivery requirements set forth in the Custodial Agreement.

"Collateral File" means the following documents or instruments with respect to each related Mortgage Loan so transferred and assigned:

(i) (a) The original mortgage note, to the extent available, endorsed "Pay to the order of [intentionally left blank], without recourse" and signed by an authorized officer or (b) a certified copy of the mortgage note (endorsed as provided above) together with a lost mortgage note affidavit, providing indemnification to the holder thereof for any losses incurred due to the fact that the original mortgage note is missing, in each case with the requisite intervening indorsements to prove enforceability, if any.

(ii) The original mortgage or a copy of such mortgage, to the extent available.

(iii) The original assignment of mortgage to the Servicer, unless otherwise designated by the Trustee, will be provided within a reasonable period of time following the Closing Date.

(iv) The originals or copies of all intervening assignments of mortgage, if any.

(v) The originals or copies of all assumption, modification, consolidation or extension agreements, if any.

(vi) If the related mortgage note or mortgage was executed pursuant to a power of attorney or other instrument that authorized or empowered such person to sign, the original or copy of such power of attorney.

(vii) The original or copy (which may be in electronic form) of the mortgagee title insurance policy (or, in lieu thereof, a commitment to issue such title insurance policy) or attorney's opinion of title and abstract of title, to the extent available.

(viii) To the extent that a Mortgage Loan has been accelerated and is in foreclosure, the original or copy of the attorney bailee letter which indicates that the foreclosure attorney has possession of the original mortgage note or other collateral documents.

"Compounded SOFR" means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which, for example, may be compounded in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each interest accrual period or compounded in advance) being established by the Guarantor in accordance with:

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

(2) if, and to the extent that, the Guarantor determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Guarantor giving due consideration to any industry accepted market practice for similar U.S. dollar denominated floating rate securities at such time.

"Coupon Cap Shortfall" means if the Class Coupon for any of the Subordinate Certificates on any Distribution Date is calculated based on the related Subordinate Certificates Net WAC (and not the related fixed rate set forth in clause (i) in the applicable description of the Class Coupon for the related Subordinate Certificates), an amount equal to the excess, if any, of (a) the amount of interest that would have accrued at the related Class Coupon for such Class of Certificates (without regard to the related Subordinate Certificates Net WAC) over (b) the amount of interest actually accrued on such Distribution Date after giving effect to the limitation of the related Subordinate Certificates Net WAC. Such amount will be distributable to each of the Subordinate Certificates, as applicable.

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

"Credit Enhancement" means on the Closing Date, a percentage represented by a fraction, the numerator of which is (a) the aggregate Unpaid Principal Balance (including, for the avoidance of doubt, the Initial Principal Forbearance Amount) of the Mortgage Loans, less the Class Principal Amount of the Class AF

Certificates and the denominator of which is (b) the aggregate Unpaid Principal Balance of the Mortgage Loans (including, for the avoidance of doubt, the Initial Principal Forbearance Amount).

For each Distribution Date thereafter, a percentage represented by a fraction, the numerator of which is (a) the aggregate Unpaid Principal Balance (for this purpose, as reduced by any Post-Closing Principal Forbearance Amounts for such Distribution Date) of the Mortgage Loans as of the first day of the related Collection Period less the Class Principal Amount of the Class AF Certificates immediately preceding such Distribution Date and the denominator of which is (b) the aggregate Unpaid Principal Balance (for this purpose, as reduced by any Post-Closing Principal Forbearance Amounts for such Distribution Date) of the Mortgage Loans as of the first day of the related Collection Period.

"Current Interest" means with respect to any Class of Guaranteed Certificates or Subordinate Certificates and any Distribution Date, an amount equal to (a) the product of (i) 30, (ii) the applicable Class Coupon for such Distribution Date and (iii) the Class Principal Amount (or the Class Notional Amount in the case of the Interest Only Certificates) of such Class of Certificates immediately prior to such Distribution Date (or the initial Class Principal Amount (or the initial Class Notional Amount in the case of the Interest Only Certificates) thereof as of the Closing Date, in the case of the first Distribution Date), divided by (b) 360.

"Custodian Fee" means with respect to each Distribution Date, an amount equal to one-twelfth of the product of (i) the Custodian Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

"Custodian Fee Rate" means for any Distribution Date, a per annum rate, expressed as a percentage, equal to the product of (a) 0.0065% and (b) a fraction, the numerator of which is the aggregate Interest Bearing Unpaid Principal Balance (as of the first day of the related Collection Period), and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

"Cut-Off Date Balance" means with respect to any Mortgage Loan, the Unpaid Principal Balance which includes any related Initial Principal Forbearance Amount. The Cut-Off Date Balance is equal to the Unpaid Principal Balance of such Mortgage Loan as of the Cut-Off Date.

"Deferred Unpaid Principal Balance" means with respect to any Mortgage Loan, amounts resulting from certain modifications or other Foreclosure Alternatives that reduce the Interest Bearing Unpaid Principal Balance or defer principal and interest payments of certain Mortgage Loans and are a part of the Unpaid Principal Balance of such Mortgage Loans. The Deferred Unpaid Principal Balances may include the Initial Principal Forbearance Amounts, any portion of Unpaid Principal Balance that is deferred as a result of modification of such Mortgage Loan or due to deferral of principal and interest payments after the Cut-Off Date, or an aggregate of both amounts for Mortgage Loans. Such balance does not bear interest, typically does not amortize and is due and payable at the earliest of (i) the maturity date (or the modified maturity date, if modified) (ii) the transfer of ownership of the Mortgaged Property, or (iii) the payoff of the Interest Bearing Unpaid Principal Balance or the refinance of the Mortgage Loan.

"Designated Page" means Bloomberg L.P.'s page "BBAM", or any other page that may replace page BBAM on that service or any other service that ICE nominates as the information vendor to display ICE's interest settlement rates for deposits in U.S. dollars.

"Eleventh District COFI" or **"11th District COFI"** means the monthly weighted average cost of savings, borrowings and advances for member savings institutions of the Eleventh District of the Federal Home Loan Bank, as released by the Federal Home Loan Bank of San Francisco. On December 7, 2018, the Federal Home Loan Bank of San Francisco announced that it would cease publishing this index on January 31, 2020. On April 9, 2019, FHFA issued a directive to the Enterprises directing them to engage in joint discussions regarding their respective strategies for selecting and implementing a replacement index. On March 30, 2020, the Federal Home Loan Bank of San Francisco announced that it is extending its deadline for discontinuing its publication of this index to January 2022.

"Excess Expenses" means as of any date of determination, any Expenses due and owing that are in excess of the aggregate Expenses Cap, that remain unreimbursed after application of the applicable Expenses Cap in any calendar year will be reimbursable, subject to the applicable Expenses Cap, to the applicable parties in subsequent years. Any Excess Expenses will be reimbursable to the Servicer, the Securities Administrator, the

Custodian, the Collateral Administrator, the Seller, the Issuer, the Trustee and the Guarantor to the extent of funds available on each Distribution Date.

"Excess Servicing Amount" means with respect to each Distribution Date, an amount equal to one-twelfth of the product of (i) the Excess Servicing Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

"Excess Servicing Fee Rate" means for any Distribution Date, a per annum rate equal to (i) (a) on or before the Guarantee Expiration Date, 0.4250% or (b) after the Guarantee Expiration Date, 0.3750% minus (ii) the aggregate of the Servicing Fee Rate, the Guarantor Oversight Fee Rate and the Collateral Administrator Fee Rate, provided that in no event will the Excess Servicing Fee Rate be less than zero. For the avoidance of doubt, the Excess Servicing Fee Rate will be calculated after the Collateral Administrator Fee Rate and the Guarantor Oversight Fee Rate are determined.

"Existing Lien" means with respect to any Mortgage Loan the liens shown on Schedule I to Appendix E hereto identified, as of the Cut-Off Date, during due diligence that may take priority over the lien of the related mortgage.

"Existing Lien Indemnification Amount" means during the Indemnification Period, with respect to a Mortgage Loan, the amount described in the Pooling and Servicing Agreement due from the Seller for losses up to the amount of the related Existing Lien, which in the case of a homeowner's or condominium association lien will be no more than the statutory maximum.

"Existing Lien Loss" means with respect to a Mortgage Loan, an actual and direct loss incurred during the Indemnification Period that is due to an Existing Lien.

"Expenses" means with respect to any Distribution Date and any party to the Pooling and Servicing Agreement or the Custodian, an amount equal to the sum of all extraordinary related charges and other costs, indemnification amounts and litigation costs relating to the Mortgage Loans (excluding, for the avoidance of doubt, amounts constituting Servicing Advances) incurred under the Custodial Agreement and the Pooling and Servicing Agreement, which are reimbursable to such party from the Trust in excess of the amount of the Servicing Fee, the Guarantor Oversight Fee, the Securities Administrator Fee, the Collateral Administrator Fee (if any) or the Custodian Fee, as applicable, payable to such party.

"Expenses Cap" means the aggregate annual cap on Expenses applicable to the Securities Administrator, the Custodian, the Collateral Administrator, the Servicer, the Seller, the Trustee, the Issuer and the Guarantor, equal to an aggregate maximum reimbursement of $375,000 in any calendar year; provided that, in no event, in any calendar year, will the aggregate amount of such Expenses reimbursed to (i) the Securities Administrator exceed $50,000, (ii) the Servicer exceed $75,000, (iii) the Custodian exceed $50,000, (iv) the Collateral Administrator exceed $50,000 and (v) Freddie Mac, in its capacities as the Seller, Issuer, Trustee and Guarantor exceed $150,000; provided, however, that Expenses incurred by the Securities Administrator, the Trustee or the Custodian related to or resulting from a Servicer Event of Default will not be subject to any of their respective cap amounts listed above; and provided further, that neither the Servicer nor any affiliate of the Servicer may be reimbursed for any Expense related to or arising from a Servicer Event of Default.

"Extra Principal Distribution Amount" means with respect to any Distribution Date, an amount, not less than zero, equal to the excess of the Target Principal Distribution Amount over the Basic Principal Distribution Amount for that Distribution Date.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"FHA" means the Federal Housing Administration.

"Final Certification" means the certificate executed and delivered by the Custodian to the Trustee, the Servicer, the Collateral Administrator, if any, and the Guarantor pursuant to the Custodial Agreement, 120 days after the Closing Date, certifying to the documents it has received from the Seller's custodian with respect to the Mortgage Loans and to which a Collateral Exception Report is attached.

“Foreclosure Alternative” means with respect to any Mortgage Loan, alternatives to foreclosure including, but not limited to, Modifications, reinstatement, repayment plan, forbearance plan, Temporary Forbearance Plan, short sale or deed-in-lieu of foreclosure.

“Ginnie Mae” means the Government National Mortgage Association.

“Gross WAC” means for any Distribution Date, the product of (a) the weighted average interest rate of the Mortgage Loans based on the Interest Bearing Unpaid Principal Balance (as of the first day of the related Collection Period) and (b) a fraction, the numerator of which is the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans (as of the first day of the related Collection Period), and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans (as of the first day of the related Collection Period).

“Guarantor Interest Payment” means with respect to the Class AF Certificates and any Distribution Date, an amount, not less than zero, equal to the unpaid Current Interest for such Class for such Distribution Date after giving effect to any payments pursuant to the second clause under *“— Distribution of Available Funds”* for such Distribution Date. The Guarantor is required to remit such amount on such Distribution Date to the Securities Administrator for the benefit of the Trust to be distributed as interest to the Class AF Certificates. While the Class A-1 or Class A-2 Certificates are outstanding, any Guarantor Interest Payment allocated to the Class AF Certificates will be allocated to the Class A-1 and Class A-2 Certificates, pro rata, based on their respective unpaid Current Interest amounts due for such Distribution Date.

“Guarantor Maturity Payment” means, on the Stated Final Distribution Date, the amount distributed to the Class AF Certificates as principal if the remaining Class Principal Amount of the Class AF Certificates is greater than zero after the distributions of interest and principal in accordance with *“— Distribution of Available Funds”* and the allocation of any Certificate Writedown Amounts and Certificate Writeup Amounts for such Distribution Date. The Guarantor is required to remit to the Securities Administrator for the benefit of the Trust an amount equal to the remaining Class Principal Amount of the Class AF Certificates for distribution to the Class AF Certificates as principal.

“Guarantor Nonpayment Event” exists with respect to any date of determination if, as of such date of determination, the Guarantor has failed to make any Guarantor Interest Payment, Guarantor Principal Payment or Guarantor Maturity Payment required to be made on any prior Distribution Date.

“Guarantor Oversight Fee” means for any Distribution Date on or before the Guarantee Expiration Date, the Guarantor will be paid a monthly amount equal to one-twelfth of the product of (i) the Guarantor Oversight Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

“Guarantor Oversight Fee Rate” means for each Distribution Date on or before the Guarantee Expiration Date, if there is a Majority Representative, a per annum rate equal to 0.0500%. For any Distribution Date on or before the Guarantee Expiration Date, if there is not a Majority Representative, a per annum rate equal to (i) 0.0500% plus (ii) the lesser of (a) 0.3750% minus the Servicing Fee Rate and (b) 0.0750% minus (iii) the Collateral Administrator Fee Rate for such Distribution Date. For each Distribution Date after the Guarantee Expiration Date, 0.0000%.

“Guarantor Principal Payment” means for any Distribution Date, an amount (not less than zero) equal to the excess, if any, of (i) the Class Principal Amount of the Class AF Certificates (after giving effect to payments of Available Funds allocated in respect of principal pursuant to priorities *Sixth* and *Eleventh* of *“— Distribution of Available Funds”* for such Distribution Date) over (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the end of the related Collection Period. The Guarantor is required to remit such amount on such Distribution Date to the Securities Administrator, for the benefit of the Trust to be distributed as principal to the Class AF Certificates for any Distribution Date when such amount is greater than $0.

If no Guarantor Nonpayment Event exists, any Guarantor Principal Payment allocated to the Class AF Certificates will be allocated, first, to the Class A-1 Certificates until the Class Principal Amount of the Class A-1 Certificates has been reduced to zero, and second, to the Class A-2 Certificates, until the Class Principal Amount of the Class A-2 Certificates has been reduced to zero.

If a Guarantor Nonpayment Event exists, any Guarantor Principal Payments allocated to the Class AF Certificates will be allocated to the Class A-1 Certificates and the Class A-2 Certificates, pro rata, based on their respective allocated and unreimbursed Certificate Writedown Amounts.

"Indemnification Period" means the thirty-six (36) months immediately following the Closing Date, during which time the Collateral Administrator is allowed to provide a Notice of Breach or Indemnification for indemnification from the Seller with respect to a Collateral Deficiency Loss or Existing Lien Loss.

"Initial Credit Enhancement" means 23.00%.

"Initial Principal Forbearance Amount" means for any Mortgage Loan, any portion of the Unpaid Principal Balance that is deferred as a result of forbearance of such Mortgage Loan as of the Cut-Off Date.

"Insurance Proceeds" means all proceeds of any insurance policies with respect to the Mortgage Loans, mortgaged properties and REO properties to the extent such proceeds are not to be applied to the restoration of the related mortgaged property or REO property and released to the related mortgagor in accordance with the Servicing Requirements and excluding insured expenses.

"Interest Bearing Unpaid Principal Balance" means for any date of determination and as to each Mortgage Loan, the portion of the Unpaid Principal Balance that bears interest in accordance with the related mortgage note, any modification agreement or other loan documentation. This amount equals the Unpaid Principal Balance minus the Deferred Unpaid Principal Balance.

"Interest Remittance Amount" means with respect to any Distribution Date, without duplication, an amount, not less than zero, equal to: (i) the sum of (a) all payments of interest collected in respect of monthly payments on the Mortgage Loans and on account of Mortgage Loan prepayments during the related Collection Period, (b) the portion allocable to interest of the Loan Sale Proceeds or proceeds resulting from the sale of one or more Seriously Delinquent Mortgage Loans, during the related Collection Period and (c) the Repurchase Price of each Mortgage Loan that was repurchased due to a Material Breach or any Collateral Deficiency Indemnification Amounts, Existing Lien Indemnification Amounts or Loss Indemnification Amounts received during the related Collection Period due to a Material Breach, an Existing Lien Loss or a Collateral Deficiency Loss, minus, without duplication: (ii) the sum of (a) the amounts retained by the Servicer to reimburse itself for Servicing Advances (if any), (b) any Expenses or indemnification amounts of the Custodian, the Securities Administrator, the Guarantor, the Seller, the Trustee, the Collateral Administrator (if any) or the Servicer (subject to the Expenses Cap so long as no Optional Redemption or Clean-up Call has occurred), and (c) the amount of any Servicing Fee, Guarantor Oversight Fee, Custodian Fee, Collateral Administrator Fee or Securities Administrator Fee.

"IRA Shortfall Amount" means with respect to any Distribution Date, an amount not less than zero, equal to the amount in clause (ii) of the Interest Remittance Amount definition, minus the amount in clause (i) of the Interest Remittance Amount definition. To the extent interest collections are insufficient to fully reimburse or pay the applicable parties the fees, expenses and other amounts specified in clause (ii) of the definition of Interest Remittance Amount, such shortfall (the IRA Shortfall Amount) will be subtracted from principal collections on such Distribution Date and will be used to reimburse or pay such amounts.

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

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

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

"LIBOR Adjustment Date" means with respect to any Distribution Date, the second business day prior to the previous Distribution Date. For this purpose, a "business day" is a day on which banks are open for dealing in foreign currency and exchange in London, New York City and Washington, D.C.

"Liquidated Mortgage Loan" means a Mortgage Loan that is liquidated, in whole or in part, or charged off as a result of a third-party foreclosure sale, REO property sale, short sale, or otherwise, or a Mortgage Loan that is removed from the Trust by a governmental authority exercising the power of eminent domain or through a condemnation proceeding, or other means, that is processed by the Servicer and is reflected in its system of record as a liquidation during the related Collection Period.

"Liquidation Proceeds" means with respect to any Liquidated Mortgage Loan and for the Distribution Date related to the liquidation of such Mortgage Loan, (a) all cash amounts (net of selling expenses), including Other Insurance Proceeds and any related Loss Indemnification Amounts or Servicing Remedy Amount, received in connection with the liquidation of such defaulted Mortgage Loan, whether through a foreclosure sale, REO property sale, short sale or otherwise or amounts received in connection with any condemnation or partial release of a mortgaged property, (b) any amounts received by the Trust from a governmental authority in connection with the acquisition of a Mortgage Loan by eminent domain (to the extent such amounts, with respect to a Mortgage Loan, are less than the outstanding principal balance of the related Mortgage Loan), (c) the excess, if any, of the Mortgage Claim Payment over the Mortgage Insurance Proceeds for such Mortgage Loan and (d) any other proceeds (net of selling expenses) received in connection with the disposition of an REO property.

"Loan Sale Proceeds" means all the proceeds received by the Servicer from the sale of a Seriously Delinquent Mortgage Loan pursuant to the Loan Sale Right.

"Loan Sale Right" means beginning December 1, 2020, the Collateral Administrator may direct or provide consent to the Servicer to sell, or cause to be sold, any Seriously Delinquent Mortgage Loan to a third-party or third parties unaffiliated with the Servicer, Collateral Administrator or Majority Representative in an arms length transaction at any time without restriction, so long as (i) such sale would result in an economic benefit to the Certificateholders, (ii) the maximum number of Seriously Delinquent Mortgage Loans sold in any calendar year is (and will be after the proposed sale) less than or equal to 5.0% of the total number of Mortgage Loans as of December 31st of the immediately preceding calendar year (or, for the calendar year 2020, as of the Cut-Off Date) and (iii) the cumulative number of Seriously Delinquent Mortgage Loans sold is (and will be after the proposed sale) less than or equal to 10.0% of the total number of Mortgage Loans as of the Cut-Off Date.

"Loss Indemnification Amount" means the actual and direct losses, damages, judgments or related reasonable costs, charges and expenses (including without limitation reasonable attorneys' fees), but excluding special, indirect, consequential and punitive damages resulting from a Material Breach.

"Mandatory Guarantor Repurchase Date" means the Distribution Date in September 2030.

"Mandatory Guarantor Repurchase Obligation" means if the Majority Representative chooses not to exercise its Optional Redemption Right on or before the Distribution Date in September 2030, the obligation of the Guarantor to purchase the Class AF Certificates.

"Mandatory Guarantor Repurchase Price" means the price to be paid by the Guarantor to the Securities Administrator in the event the Guarantor must perform the Mandatory Guarantor Repurchase Obligation, equal to the sum of (a) 100% of the outstanding Class Principal Amount of the Class AF Certificates and (b) any accrued and unpaid interest on the Class AF Certificates.

"Mortgage Claim Payment" means with respect to any Distribution Date and each Mortgage Loan that is covered by a Mortgage Insurance Policy, all insurance proceeds received in respect of such Mortgage Loan collected during the related Collection Period.

"Mortgage Insurance Coverage Percentage" means for each Mortgage Loan covered by mortgage insurance, the percentage of mortgage insurance coverage obtained at origination in effect as of the Cut-Off Date.

"Mortgage Insurance Policy" means with respect to any Mortgage Loan, any primary mortgage guaranty insurance policy (including all endorsements thereto) issued by an insurance company duly qualified as such under the laws of the state in which the related mortgaged property is located, duly authorized and licensed in such state to transact the applicable insurance business and to write the insurance provided and, with respect to mortgage guaranty insurers, an approved and eligible Freddie Mac insurer at the time of issuance, in connection with the related Mortgage Loan that provides compensation to the related holder of the mortgage note in the

event of default by the obligor under such mortgage note or the related security instrument, if any, or any replacement policy therefor.

"Mortgage Insurance Proceeds" means with respect to each Mortgage Loan that is covered by a Mortgage Insurance Policy and any Distribution Date, (A) if the mortgage insurance company takes title of the underlying property as its contractual claim payment (i.e., exercises an acquisition option if available to it), then the product of (i) the Mortgage Claim Payment and (ii) the Mortgage Insurance Coverage Percentage for such Mortgage Loan, otherwise (B) the Mortgage Claim Payment.

Mortgage Insurance Proceeds will not be a part of Available Funds and will be paid on each Distribution Date in accordance with the Mortgage Insurance Proceeds Waterfall.

"Mortgage Insurance Proceeds Waterfall" means in the following order of priority:

First, to the Class MI Certificate, an amount equal to 90% of all available Mortgage Insurance Proceeds collected during the related Collection Period;

Second, to the Guarantor, to repay the aggregate amount of the interest accrued on any unreimbursed Guarantor Maturity Payment with respect to the Guaranteed Certificates, at a monthly rate equal to one-twelfth of the Class Coupon for the Class AF Certificates on the Stated Final Distribution Date, any remaining available Mortgage Insurance Proceeds collected during the related Collection Period;

Third, to the Guarantor, to repay any unreimbursed Guarantor Interest Payments and Guarantor Principal Payments made by the Guarantor on any previous Distribution Dates, any remaining available Mortgage Insurance Proceeds collected during the related Collection Period;

Fourth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payment, any remaining available Mortgage Insurance Proceeds collected during the related Collection Period; and

Fifth, to the Class B Certificates, all remaining available Mortgage Insurance Proceeds collected during the related Collection Period, to be classified as additional interest to such Class of Certificates. The Class B Certificates will remain outstanding for purposes of receiving distributions of such additional interest.

"Mortgage Interest Rate" means (a) with respect to each fixed-rate Mortgage Loan, the fixed annual rate of interest provided for in the related mortgage note, including any Modification, and (b) with respect to each adjustable-rate Mortgage Loan and step-rate Mortgage Loan, the applicable rate of interest on such adjustable-rate Mortgage Loan or step-rate Mortgage Loan in accordance with the provisions of the related mortgage note (or Modification), in each case net of any reduction due to the Relief Act or similar state laws and as such may be modified in accordance with a servicer modification.

"Net Liquidation Proceeds" means with respect to any Liquidated Mortgage Loan, the related Liquidation Proceeds net of the sum (without duplication) of: (i) any unreimbursed Pre-Existing Servicing Advances or unreimbursed Servicing Advances related to such Mortgage Loan and (ii) any amounts that are reimbursable therefrom to the Servicer (including expenses of liquidation), which will be realized at the time of such liquidation.

"Net WAC" means for any Distribution Date, a per annum rate equal to the excess, if any, of (i) the Gross WAC over (ii) the Aggregate Fee Rate, in each case for such Distribution Date.

"Non-Current Forbearance Plan Mortgage Loan Amount" means with respect to each Distribution Date, an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans (for this purpose, as reduced by the aggregate of any Post-Closing Principal Forbearance Amounts for such Distribution Date) at the end of the Collection Period relating to such Distribution Date that are (i) ninety (90) days or more delinquent, and (ii) on a TFP.

"Non-Current Mortgage Loan Amount" means with respect to each Distribution Date, an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans (for this purpose, as reduced by the aggregate of any Post-Closing Principal Forbearance Amount for such Distribution Date) at the end of the Collection Period relating to such Distribution Date that are ninety (90) days or more delinquent, in foreclosure, REO, or have been modified in the six (6) months preceding the end of the Collection Period relating to such Distribution Date.

"Non-Current Mortgage Loan Percentage" means with respect to each Distribution Date, a percentage equal to (i) (a) the Non-Current Mortgage Loan Amount minus (b) the Reperforming Post-Forbearance Plan Mortgage Loan Amount, divided by (ii) the aggregate Unpaid Principal Balance (for this purpose, as reduced by the aggregate of any Post-Closing Principal Forbearance Amounts for such Distribution Date) of all Mortgage Loans at the end of the Collection Period relating to such Distribution Date.

"Non-Current Mortgage Loan Percentage Trigger" means a trigger that will be breached if for any Distribution Date, the Non-Current Mortgage Loan Percentage exceeds 75% of the current Credit Enhancement.

"Notice of Breach or Indemnification" means the written notice provided by the Collateral Administrator to the Seller within the applicable timeframe regarding (i) a potential Material Breach; or (ii) an Existing Lien Loss or Collateral Deficiency Loss for which the Collateral Administrator is seeking indemnification from the Seller, which notice is in the form required by, and includes all of the information set forth in, the Pooling and Servicing Agreement. A notice regarding a Material Breach must contain the applicable documents set forth in the Pooling and Servicing Agreement to be considered complete for purposes of the Pooling and Servicing Agreement.

"One-Month LIBOR" means the interest settlement rate for U.S. dollar deposits with a maturity of one month set by ICE Benchmark Administration Limited (**"ICE"**) as of 11:00 a.m. (London time) on the LIBOR Adjustment Date as displayed on the Designated Page, as determined by the Guarantor. If ICE's interest settlement rate does not appear on the Designated Page as of 11:00 a.m. (London time) on a LIBOR Adjustment Date, or if the Designated Page is not then available, One-Month LIBOR for that date will be the most recently published interest settlement rate. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Guarantor shall determine an alternative index in accordance with the Benchmark Replacement provisions described in this Offering Circular under *"Description of the Certificates — Benchmark Replacement Provisions"*. See also *"Risk Factors — Investment Factors and Risks Related to the Certificates — Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Certificates"* and *"— The Use of an Alternative Method or Index May Result in Adverse Tax Consequences with respect to the Certificates"*.

"Optional Redemption" means the Majority Representative, upon written notice to the Guarantor at least sixty (60) days prior to those Distribution Dates listed in clauses (a), (b) and (c) below, may redeem at its option (an **"Optional Redemption Right"**), after all distributions for such Distribution Date, the Class AF Certificates, the Class MI Certificate and the Subordinate Certificates in accordance with the following Distribution Dates (each such Distribution Date, a **"Redemption Distribution Date"**) and prices (each such price, a **"Redemption Price"**):

(a) on the Distribution Date in September 2024, the sum of (i) 104% of the Class Principal Amount of the Class AF Certificates plus any accrued and unpaid interest on the Class AF Certificates, (ii) the Class MI Fair Market Value Price and (iii) 100% of the aggregate Class Principal Amount of the Subordinate Certificates plus any accrued and unpaid Current Interest due for such Distribution Date on the Subordinate Certificates; or

(b) on the Distribution Date in September 2025, the sum of (i) 103% of the Class Principal Amount of the Class AF Certificates plus any accrued and unpaid interest on the Class AF Certificates, (ii) the Class MI Fair Market Value Price and (iii) 100% of the aggregate Class Principal Amount of the Subordinate Certificates plus any accrued and unpaid Current Interest due for such Distribution Date on the Subordinate Certificates; or

(c) on the Distribution Date in September 2027 and on the Distribution Date in September each year after, the sum of (i) 100% of the Class Principal Amount of the Class AF Certificates plus any accrued and unpaid interest on the Class AF Certificates, (ii) the Class MI Fair Market Value Price and (iii) 100% of the aggregate Class Principal Amount of the Subordinate Certificates plus any accrued and unpaid Current Interest due for such Distribution Date on the Subordinate Certificates.

The Redemption Price to be paid to the Securities Administrator may be paid in the combined form of cash, in an amount sufficient to cover the amounts set forth above other than amounts payable to the Subordinate Certificates owned by the Majority Representative, and the surrender by the Majority Representative of the

Subordinate Certificates that it owns. Any portion of the Redemption Price paid to the Securities Administrator in the form of cash will be distributed by the Securities Administrator as set forth above. No portion of the Redemption Price paid to the Securities Administrator in the form of cash will be distributed to any surrendered Subordinate Certificates.

In addition, in connection with exercising its Optional Redemption Right, the Majority Representative will be required to pay in addition to the applicable Redemption Price set forth above, any unreimbursed Servicing Advances and Pre-Existing Servicing Advances, unpaid fees and any expenses, indemnification amounts or other reimbursements owed to the transaction parties, without regard to the applicable Expenses Cap (including any unreimbursed Guarantor Interest Payments, Guarantor Principal Payments, Guarantor Maturity Payment and related interest) (collectively, the **"Optional Redemption Payment"**).

For the avoidance of doubt, all calculations related to the Redemption Price will be based on amounts on the Distribution Date (after taking into account distributions made on such Distribution Date in accordance with *"— Distribution of Available Funds"*, any allocation of Certificate Writedown Amounts, Certificate Writeup Amounts and any allocation of Mortgage Insurance Proceeds) on which the Redemption Price is paid and if the Majority Representative chooses to exercise its Optional Redemption Right on or before the Distribution Date in September 2030, the Mandatory Guarantor Repurchase Obligation will not be effected.

"Other Insurance Proceeds" means all proceeds of any insurance policies, except Mortgage Insurance Policies, with respect to the Mortgage Loans, mortgaged properties and REO properties to the extent such proceeds are not to be applied to the restoration of the related mortgaged properties or REO properties and released to the related mortgagor in accordance with the servicing requirements and excluding insured expenses.

"Post-Closing Principal Forbearance Amount" means with respect to any Mortgage Loan and any Distribution Date, an amount equal to the greater of (i) zero and (ii) the Deferred Unpaid Principal Balance of such Mortgage Loan as of the end of the related Collection Period minus the Initial Principal Forbearance Amount of such Mortgage Loan.

"Previous Credit Enhancement Percentage" means with respect to any Distribution Date, a percentage equal to the greater of (i) the Initial Credit Enhancement and (ii) the minimum of (a) the highest Credit Enhancement achieved on any prior or current Distribution Date and (b) the Target Credit Enhancement.

"Principal Remittance Amount" means with respect to any Distribution Date, without duplication, an amount not less than zero, equal to (i) the sum of (a) principal collected in respect of monthly payments on the Mortgage Loans and on account of Mortgage Loan prepayments during the related Collection Period, (b) the portion allocable to principal of the Loan Sale Proceeds or proceeds resulting from the sale of one or more Seriously Delinquent Mortgage Loans during the related Collection Period, and (c) all Net Liquidation Proceeds, Subsequent Recoveries and any other recoveries collected and principal remittances made during the related Collection Period with respect to the Mortgage Loans minus (ii) any IRA Shortfall Amount for such Distribution Date.

"Realized Loss" means with respect to any Distribution Date and each Mortgage Loan, an amount (without duplication) equal to the sum of:

(a) if such Mortgage Loan becomes a Liquidated Mortgage Loan during the related Collection Period, an amount (not less than zero), equal to (i) the Unpaid Principal Balance as of the first day of the related Collection Period, minus (ii) the Net Liquidation Proceeds,

(b) the amount by which, in the event of bankruptcy of a mortgagor, a bankruptcy court reduces the Unpaid Principal Balance of any related Mortgage Loan, as reported to the Servicer and recorded in its system of record,

(c) any forgiveness amounts for such Distribution Date, and

(d) any related subsequent losses if such Mortgage Loan became a Liquidated Mortgage Loan in a prior Collection Period (**"Subsequent Loss"**).

"Reference Time" means, with respect to any determination of the Benchmark, (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such

determination, and (2) if the Benchmark is not LIBOR, the time determined by the Guarantor in accordance with the Benchmark Replacement Conforming Changes.

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

"Reperforming Post-Forbearance Plan Mortgage Loan Amount" means with respect to each Distribution Date, an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans (for this purpose, as reduced by the aggregate of any Post-Closing Principal Forbearance Amount for such Distribution Date) at the end of the Collection Period relating to such Distribution Date that (i) are ninety (90) days or more delinquent or have been subject to a Modification in the last six (6) months preceding the end of the Collection Period relating to such Distribution Date, and (ii) were previously on a TFP in any Collection Period prior to such Distribution Date, and (iii) have made a number of contractually due mortgage payments that are greater than or equal to the number of Collection Periods since such Mortgage Loan was last on a TFP.

"Repurchase Price" means, with respect to any Mortgage Loan (or related REO property), the related Unpaid Principal Balance as of the repurchase date plus accrued and unpaid interest thereon.

"Securities Administrator Fee" means for any Distribution Date, the amount payable to the Securities Administrator, which will be equal to the greater of (i) 0.0085% divided by 12 and multiplied by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period and (ii) $3,500.

"Securities Administrator Fee Rate" means for any Distribution Date, a per annum rate equal to the Securities Administrator Fee for such Distribution Date multiplied by 12 and divided by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

"Senior Additional Portion" means with respect to any Distribution Date and the Class A-1, Class A-2 and Class AF Certificates, the portion of the Current Interest for each such Class of Certificates equal to the excess, if any, of (i) the Current Interest for each such Class of Certificates over (ii) the WAC Portion.

"Seriously Delinquent Mortgage Loan" means any Mortgage Loan that is 180 days or more delinquent.

"Servicing Control Trigger Percentage" means with respect to each Distribution Date, a percentage equal to (i) (a) the Non-Current Mortgage Loan Amount, minus (b) the Reperforming Post-Forbearance Plan Mortgage Loan Amount, minus (c) the Non-Current Forbearance Plan Mortgage Loan Amount, divided by (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans (for this purpose, as reduced by the aggregate of any Post-Closing Principal Forbearance Amounts for such Distribution Date) at the end of the Collection Period relating to such Distribution Date.

"Servicing Fee" means for any Distribution Date, a monthly amount equal to one-twelfth of the product of (i) the Servicing Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the first day of the related Collection Period.

"Servicing Fee Rate" means for any Distribution Date, a per annum rate, equal to the product of (a) 0.1700% and (b) a fraction, the numerator of which is the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans (as of the first day of the related Collection Period), and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans (as of the first day of the related Collection Period). For the avoidance of doubt, the Servicing Fee Rate for any successor servicer could change as described herein.

"Servicing Remedy Amount" means for any Distribution Date, an amount payable by the Servicer for certain servicing violations, as determined by the Guarantor pursuant to an oversight and remedy management process as described in the Pooling and Servicing Agreement.

"Significant Actual Loss" means Loss Indemnification Amounts that are in the aggregate significant in relation to the Unpaid Principal Balance of the applicable Mortgage Loan.

"Significant Modification" means a modification of a debt instrument that constitutes a "significant modification" under Treasury Regulations Section 1.1001-3.

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

"Subordinate Certificates Net WAC" means as of any Distribution Date, any of the Class M-1 Certificates Net WAC, Class M-2 Certificates Net WAC, Class M-3 Certificates Net WAC or Class B Certificates Net WAC.

"Subsequent Recoveries" means with respect to any Mortgage Loan for which a Realized Loss has been incurred, any collection or other recovery of amounts owed thereunder (without duplication) after such Mortgage Loan has been liquidated, excluding liquidation expenses.

"Target Credit Enhancement" means with respect to any Distribution Date, the sum of (i) the Initial Credit Enhancement and (ii) 7.00%.

"Target Principal Distribution Amount" means with respect to any Distribution Date, the excess (if any) of (a) the Class Principal Amount of the Class AF Certificates immediately preceding such Distribution Date over (b) the product of (A) (i) 100% minus (ii) the Target Credit Enhancement and (B) the aggregate Unpaid Principal Balance (for this purpose, as reduced by the aggregate of all Post-Closing Principal Forbearance Amounts for such Distribution Date) of the Mortgage Loans as of the end of the related Collection Period.

"Temporary Forbearance Plan" or **"TFP"** means an agreement between the Servicer and the Mortgagor to temporarily suspend payments based on a temporary hardship as determined by the Servicer in accordance with accepted servicing practices, e.g., as a result of the occurrence of (i) a major disaster or an emergency as declared by the President of the United States pursuant to The Robert T. Stafford Disaster Relief and Emergency Assistance Act, or (ii) a public health emergency under section 319 of the Public Health Service Act (42 U.S.C. 247d).

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

"Transaction Party" means each of the Seller, the Guarantor, the Trustee, the Servicer, the Securities Administrator, the Collateral Administrator and the Custodian, and their successors.

"Unpaid Coupon Cap Shortfall" means for each of the Subordinate Certificates and on any Distribution Date, an amount equal to the total of all Coupon Cap Shortfalls for such Class remaining unpaid from all previous Distribution Dates.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"Unpaid Principal Balance" means with respect to each Mortgage Loan and any date of determination, the principal balance, not less than zero, of such Mortgage Loan or related REO property to which the Issuer is then entitled, equal to (without duplication):

(i) the unpaid principal balance (including any deferred principal balances) as of the Cut-Off Date; *plus*

(ii) the total Capitalization Amount; *minus*

(iii) all amounts required by the mortgage note, legal requirements or the Pooling and Servicing Agreement to be treated as a credit to reduce the principal balance owed by the mortgagor, including, but not limited to:

x. all principal payments (including the principal portion of monthly payments received by the Servicer, partial or full prepayments, Liquidation Proceeds net of any related unreimbursed Servicing Advances and incentive payments under HAMP, if applicable), *and*

y. any related Realized Losses.

For the Cut-Off Date, the Unpaid Principal Balance for any Mortgage Loan will be the Cut-Off Date Balance.

"Voting Rights" means the portion of the voting rights of all the Certificates that is allocated to any Certificate for purposes of the voting provisions of the Pooling and Servicing Agreement. At all times during the term of the Pooling and Servicing Agreement, each holder of the applicable Guaranteed Certificates and Subordinate Certificates will be allocated "Voting Rights" equal to their pro-rata ownership interest (based on the Class Principal Amount) in the Certificates. Any Certificates with a Class Principal Amount equal to zero will not have any Voting Rights. The Interest Only Certificates, Excess Servicing Certificates, Mortgage Insurance Certificate and Residual Certificates will not have any Voting Rights. As long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed, the Voting Rights with respect to any Guaranteed Certificates will be vested in the Guarantor. In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates, the holders of such related MACR Certificates will be entitled to exercise all the voting and direction rights that are allocated to such exchanged Exchangeable Certificates and the outstanding balances of such MACR Certificates will be used to determine if the requisite percentage of Certificateholders under the Pooling and Servicing Agreement has voted or given direction. In calculating a requisite percentage of Certificateholders, the outstanding Class Principal Amounts of the Certificates will be determined without regard to any exchanges of Exchangeable Certificates for MACR Certificates.

"WAC Portion" means with respect to any Distribution Date and the Class A-1, Class A-2 and Class AF Certificates, the portion of the Current Interest for each such Class of Certificates calculated as if the Class Coupon was based upon the Net WAC.

Interest

The Class Coupon and Accrual Period for each Class of Certificates for each Distribution Date is as described in the *"Summary of Terms — Interest"*.

Interest will be calculated and payable on the basis of a 30-day Accrual Period and a 360-day year.

The determination by the Securities Administrator of the Class Coupons on the applicable Classes of Certificates and the determination of any distribution on any Certificate (or any interim calculation in the determination of any such interest rate or distribution) will, absent manifest error, be final and binding on all parties.

See *"Prepayment and Yield Considerations"*.

Distribution of Available Funds

On each Distribution Date, all Available Funds for that Distribution Date will be distributed in the following order of priority:

First, to the Class XS Certificates, if applicable, any Excess Servicing Amount relating to the Mortgage Loans;

Second, to the Class AF Certificates, the Current Interest for such Class for such Distribution Date;

Third, to the Guarantor, the aggregate of the interest accrued on any unreimbursed Guarantor Maturity Payment with respect to the Class AF Certificates, at a monthly rate equal to one-twelfth of the Class Coupon of the Class AF Certificates on the Stated Final Distribution Date;

Fourth, to repay any unreimbursed Guarantor Interest Payments and Guarantor Principal Payments made by the Guarantor on any previous Distribution Dates;

Fifth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payment;

Sixth, to the Class AF Certificates, with respect to principal, up to the Basic Principal Distribution Amount;

Seventh, to the Class M-1 Certificates, the Current Interest for such Class for such Distribution Date and any unpaid Current Interest for such Class from prior Distribution Dates;

Eighth, to the Class M-2 Certificates, the Current Interest for such Class for such Distribution Date and any unpaid Current Interest for such Class from prior Distribution Dates;

Ninth, to the Class M-3 Certificates, the Current Interest for such Class for such Distribution Date and any unpaid Current Interest for such Class from prior Distribution Dates;

Tenth, to the Class B Certificates, the Current Interest for such Class for such Distribution Date and any unpaid Current Interest for such Class from prior Distribution Dates;

Eleventh, to the Class AF Certificates, with respect to principal, as follows:

(i) if (a) the Non-Current Mortgage Loan Percentage Trigger is breached, (b) a Guarantor Nonpayment Event exists, or (c) the related Distribution Date occurs in October 2030 or later, then all remaining Available Funds; and

(ii) otherwise, the Extra Principal Distribution Amount,

until the Class Principal Amount of the Class AF Certificates has been reduced to zero;

Twelfth, to the Custodian, the Securities Administrator, the Collateral Administrator, the Seller, the Trustee, the Issuer, the Guarantor and the Servicer, the aggregate amount of unreimbursed Expenses and/or indemnification amounts remaining as unpaid or unreimbursed Excess Expenses;

Thirteenth, up to an amount not to exceed the Available Coupon Cap Distribution Amount sequentially, (i) to the Class M-1 Certificates, any Coupon Cap Shortfall and Unpaid Coupon Cap Shortfall for such Class for such Distribution Date; (ii) to the Class M-2 Certificates, any Coupon Cap Shortfall and Unpaid Coupon Cap Shortfall for such Class for such Distribution Date; (iii) to the Class M-3 Certificates, any Coupon Cap Shortfall and Unpaid Coupon Cap Shortfall for such Class for such Distribution Date; and (iv) to the Class B Certificates, any Coupon Cap Shortfall and Unpaid Coupon Cap Shortfall for such Class for such Distribution Date;

Fourteenth, to the Class M-1 Certificates, in respect of principal, until the Class Principal Amount of such Class has been reduced to zero;

Fifteenth, to the Class M-2 Certificates, in respect of principal, until the Class Principal Amount of such Class has been reduced to zero;

Sixteenth, to the Class M-3 Certificates, in respect of principal, until the Class Principal Amount of such Class has been reduced to zero;

Seventeenth, to the Class M-1 Certificates, up to the amount of any Certificate Writedown Amounts previously allocated and not reimbursed;

Eighteenth, to the Class M-2 Certificates, up to the amount of any Certificate Writedown Amounts previously allocated and not reimbursed;

Nineteenth, to the Class M-3 Certificates, up to the amount of any Certificate Writedown Amounts previously allocated and not reimbursed;

Twentieth, to the Class B Certificates, in respect of principal, until the Class Principal Amount of such Class has been reduced to zero;

Twenty First, to the Class B Certificates, up to the amount of any Certificate Writedown Amounts previously allocated and not reimbursed; and

Twenty Second, to the Class B Certificates, any remaining amount, to be classified as additional interest to such Class of Certificates.

As long as the Class A-1 or Class A-2 Certificates are outstanding, interest distributed to the Class AF Certificates will be allocated to the Class A-1 and Class A-2 Certificates, pro rata, based on their respective Current Interest due for such Distribution Date. When the Class A-1 or Class A-2 Certificates are outstanding, principal payments paid to the Class AF Certificates will be allocated as follows: (i) if a Guarantor Nonpayment Event exists, to reduce the Class Principal Amounts of the Class A-1 Certificates and the Class A-2 Certificates, pro rata, based on their respective outstanding Class Principal Amounts, until the Class Principal Amounts thereof have been reduced to zero and (ii) if no Guarantor Nonpayment Event exists, first, to the Class A-1 Certificates, until the Class Principal Amount of the Class A-1 Certificates has been reduced to zero, and second,

to the Class A-2 Certificates, until the Class Principal Amount of the Class A-2 Certificates has been reduced to zero.

With respect to any Distribution Date, if the Class Coupon of the Class A-1 and Class A-2 Certificates (or the Class Coupon of the Class AF Certificates, if the Class A-1 and Class A-2 Certificates are not outstanding) is greater than the Net WAC for such Distribution Date, the Current Interest for each such Class of Certificates will be deemed to consist of two portions: (a) the WAC Portion, and (b) the portion equal to the excess, if any, of (i) the Current Interest for such Class of Certificates over (ii) the WAC Portion (the **"Senior Additional Portion"**). Amounts otherwise distributable to certain classes of the Subordinate Certificates will be used to pay the Guaranteed Certificates any Senior Additional Portions (or, if the Guarantor is required to pay a Senior Additional Portion in connection with making a Guarantor Interest Payment, to reimburse the Guarantor for such Senior Additional Portion).

Any Excess Expenses reimbursable to the parties pursuant to priority "*Twelfth*" above shall be distributed to the extent of funds available on each Distribution Date. To the extent that any amounts of Excess Expenses remain unreimbursed after application of the Expenses Cap in any calendar year, such remaining Excess Expenses will be reimbursable, subject to the applicable Expenses Cap, to the applicable party in subsequent years.

With respect to any Distribution Date, the Guarantor is required to remit to the Securities Administrator, for the benefit of the Trust, the Guarantor Interest Payment, if any, for distributions to each Class of Guaranteed Certificates.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate interest and principal otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Notwithstanding the foregoing, on any Distribution Date on and after the Distribution Date on which the Class Principal Amount of any Class of Certificates has been reduced to zero (provided the aggregate Class Principal Amount of all the other Classes of Certificates is greater than zero), such Class of Certificates will remain outstanding for purposes of receiving distributions of any unpaid interest amount from the Available Funds until the termination of the Trust; *provided, however*, that no such Class of Certificates will have Voting Rights with respect to matters under the Pooling and Servicing Agreement requiring or permitting actions to be taken by any Certificateholders (if applicable).

Reductions in Class Principal Amounts Due to Allocation of Certificate Writedown Amounts

Subsequent to the distribution of Available Funds pursuant to the order of priority set forth above under *"— Distribution of Available Funds,"* and the Mortgage Insurance Proceeds Waterfall on each Distribution Date, Certificate Writedown Amounts will be allocated as follows:

First, to reduce the Class Principal Amount of the Class B Certificates until the Class Principal Amount of such Class has been reduced to zero;

Second, to reduce the Class Principal Amount of the Class M-3 Certificates until the Class Principal Amount of such Class has been reduced to zero;

Third, to reduce the Class Principal Amount of the Class M-2 Certificates until the Class Principal Amount of such Class has been reduced to zero;

Fourth, to reduce the Class Principal Amount of the Class M-1 Certificates until the Class Principal Amount of such Class has been reduced to zero; and

Fifth, to reduce the Class Principal Amount of the Class AF Certificates until the Class Principal Amount of such Class has been reduced to zero.

Certificate Writedown Amounts allocated to the Class AF Certificates will require Guarantor Principal Payments to be made to such Class.

While the Class A-1 or Class A-2 Certificates are outstanding, Certificate Writedown Amounts allocated to the Class AF Certificates will be allocated to the Class A-1 and Class A-2 Certificates as follows: (i) to the extent

a Guarantor Nonpayment Event exists, to reduce the Class Principal Amount of the Class A-1 Certificates and the Class A-2 Certificates, pro rata, based on their respective outstanding Class Principal Amounts, until the Class Principal Amounts thereof have been reduced to zero and (ii) if no Guarantor Nonpayment Event exists, first, to the Class A-1 Certificates, until the Class Principal Amount of the Class A-1 Certificates has been reduced to zero, and second, to the Class A-2 Certificates, until the Class Principal Amount of the Class A-2 Certificates has been reduced to zero.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate Certificate Writedown Amounts, as applicable, otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Mortgage Insurance Proceeds Waterfall

Mortgage Insurance Proceeds will not be a part of Available Funds and will be paid on each applicable Distribution Date, after giving effect to any distributions of Available Funds under "*— Distribution of Available Funds*," in the following order of priority:

First, to the Class MI Certificate, an amount equal to 90% of all available Mortgage Insurance Proceeds collected during the related Collection Period;

Second, to the Guarantor, to repay the aggregate amount of the interest accrued on any unreimbursed Guarantor Maturity Payment with respect to the Guaranteed Certificates, at a monthly rate equal to one-twelfth of the Class Coupon for the Class AF Certificates on the Stated Final Distribution Date, any remaining available Mortgage Insurance Proceeds collected during the related Collection Period;

Third, to the Guarantor, to repay any unreimbursed Guarantor Interest Payments and Guarantor Principal Payments made by the Guarantor on any previous Distribution Dates, any remaining available Mortgage Insurance Proceeds collected during the related Collection Period;

Fourth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payment, any remaining available Mortgage Insurance Proceeds collected during the related Collection Period; and

Fifth, to the Class B Certificates, all remaining available Mortgage Insurance Proceeds collected during the related Collection Period, to be classified as additional interest to such Class of Certificates. The Class B Certificates will remain outstanding for purposes of receiving distributions of such additional interest.

In the event that the Exchangeable Certificates have been exchanged for the related MACR Certificates, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate Mortgage Insurance Proceeds, as applicable, otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Clean-Up Call

The Majority Representative, the Servicer and/or the holder of more than 50% of the Class B Certificates, if applicable, may elect to purchase, at the Clean-up Call Purchase Price, all remaining Mortgage Loans and other assets in the Trust on any Distribution Date on or after the first Distribution Date on which the Unpaid Principal Balance of the Mortgage Loans is 10% or less of the Unpaid Principal Balance of the Mortgage Loans as of the Cut-Off Date. The exercise of the Clean-up Call will result in an early termination of the Trust on the Clean-up Call Date, as set forth in the Pooling and Servicing Agreement. The Clean-up Call may not be exercised if the Clean-up Call Purchase Price is not sufficient to redeem the outstanding Certificates in full.

Distributions upon Optional Redemption or Clean-up Call

In connection with an Optional Redemption or Clean-up Call, (i) the sum of the Redemption Price and Optional Redemption Payment, without duplication, in the case of Optional Redemption; or (ii) the Clean-up Call Purchase Price, in the case of a Clean-up Call, will be paid in the following order of priority (after taking into account distributions made on such Distribution Date in the *"Description of the Certificates — Distribution of*

Available Funds", Mortgage Insurance Proceeds Waterfall, and allocation of Certificate Writedown Amounts and Certificate Writeup Amounts):

First, to the Custodian, the Securities Administrator, the Collateral Administrator, the Servicer, the Seller, the Issuer, the Trustee and the Guarantor (including any unreimbursed Servicing Advances and Pre-Existing Servicing Advances), for the reimbursement of any fees, expenses or indemnification amounts owed to any such party without regard to the Expenses Cap;

Second, for payment in respect of the Class A-1 and Class A-2 Certificates (or in respect of the Class AF Certificates, if the Class A-1 and Class A-2 Certificates are not outstanding or in the event that the related Exchangeable Certificates have been exchanged for the MACR Certificates, with respect to the related MACR Certificates), the related Redemption Price or Clean-up Call Purchase Price, as applicable, and for payment in respect of the Class MI Certificate, to the Class MI Certificateholder, the Class MI Fair Market Value Price;

Third, to the Guarantor, the aggregate of the interest accrued on any unreimbursed Guarantor Maturity Payment with respect to the Class AF Certificates, at a monthly rate equal to one-twelfth of the applicable Class Coupon of the Certificates on the Stated Final Distribution Date;

Fourth, to repay any unreimbursed Guarantor Interest Payments and Guarantor Principal Payments made by the Guarantor on the current or previous Distribution Date or Distribution Dates;

Fifth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payment;

Sixth, to the Class M-1, Class M-2, Class M-3 and Class B Certificates, in that order, (or in the event that the related Exchangeable Certificates have been exchanged for the MACR Certificates, with respect to the related MACR Certificates) as interest, to pay the amount of accrued and unpaid Current Interest due for each Class for such Distribution Date;

Seventh, to the Class M-1, Class M-2, Class M-3 and Class B Certificates, in that order, (or in the event that the related Exchangeable Certificates have been exchanged for the MACR Certificates, with respect to the related MACR Certificates) as principal, until the Class Principal Amount for each Class thereof has been reduced to zero; and

Eighth, to the Class B Certificates, (or in the event that the related Exchangeable Certificates have been exchanged for the MACR Certificates, with respect to the related MACR Certificates) any remaining amount, to be classified as additional interest to such Class of Certificates.

Principal Distributions on the Stated Final Distribution Date

On the Stated Final Distribution Date, the Trust will be required to pay 100% of the outstanding Class Principal Amount as of such date for each of the Guaranteed Certificates, through allocation of the Available Funds, Guarantor Principal Payment and/or Guarantor Maturity Payment, as applicable.

Servicing Advances

The Servicer is not required to advance delinquent principal and interest on the Mortgage Loans. The Servicer is required to make or cause to be made certain Servicing Advances to third parties pursuant to the terms of the Pooling and Servicing Agreement. See *"The Pooling and Servicing Agreement — Servicing Advances"*.

Allocation of Certificate Writeup Amounts

Subsequent to the distribution of Available Funds pursuant to the order of priority set forth above under *"— Distribution of Available Funds"* and the allocation of Mortgage Insurance Proceeds pursuant to the Mortgage Insurance Proceeds Waterfall on each Distribution Date, any Certificate Writeup Amounts will be allocated as follows:

First, to the extent a Guarantor Nonpayment Event exists, to increase the Class Principal Amount of the Class AF Certificates until the cumulative Certificate Writeup Amounts allocated to the Class AF Certificates is equal to the cumulative Certificate Writedown Amounts previously allocated and unreimbursed by the Guarantor to such Class of Certificates on or prior to such Distribution Date;

Second, to increase the Class Principal Amount of the Class M-1 Certificates until the cumulative Certificate Writeup Amounts allocated to the Class M-1 Certificates is equal to the cumulative Certificate Writedown Amounts previously allocated to such Class of Certificates on or prior to such Distribution Date;

Third, to increase the Class Principal Amount of the Class M-2 Certificates until the cumulative Certificate Writeup Amounts allocated to the Class M-2 Certificates is equal to the cumulative Certificate Writedown Amounts previously allocated to such Class of Certificates on or prior to such Distribution Date;

Fourth, to increase the Class Principal Amount of the Class M-3 Certificates until the cumulative Certificate Writeup Amounts allocated to the Class M-3 Certificates is equal to the cumulative Certificate Writedown Amounts previously allocated to such Class of Certificates on or prior to such Distribution Date; and

Fifth, to increase the Class Principal Amount of the Class B Certificates until the cumulative Certificate Writeup Amounts allocated to the Class B Certificates is equal to the cumulative Certificate Writedown Amounts previously allocated to such Class of Certificates on or prior to such Distribution Date.

To the extent a Guarantor Nonpayment Event exists, any Certificate Writeup Amount allocated to the Class AF Certificates will be allocated to the Class A-1 and Class A-2 Certificates, to increase the Class Principal Amounts of the Class A-1 Certificates and the Class A-2 Certificates, pro rata, based on their respective Certificate Writedown Amounts allocated and unreimbursed, until the cumulative Certificate Writeup Amounts allocated to the Class A-1 Certificates or Class A-2 Certificates are equal to the cumulative Certificate Writedown Amounts previously allocated to each such Class of Certificates on or prior to such Distribution Date and not already reimbursed from prior Guarantor Principal Payments.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate Certificate Writeup Amounts, as applicable, otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Exchange Procedures

In order to effect an exchange of Exchangeable Certificates and/or MACR Certificates (except with respect to the exchange of any combination of Exchangeable Certificates for the related MACR Certificates on the Closing Date), the Certificateholder will be required to notify the Securities Administrator in writing, by e-mail at sfs.exchange@usbank.com, and in accordance with the requirements set forth in the Pooling and Servicing Agreement, no later than two Business Days before the proposed exchange date. The exchange date with respect to an exchange involving any Certificates may occur on any Business Day other than the first or last Business Day of the month, a Distribution Date, the Record Date related to the next Distribution Date or the Business Day following such Record Date. Notwithstanding anything herein to the contrary, other than exchanges that take place on the Closing Date in connection with the initial issuance of the Certificates, no exchanges of Exchangeable Certificates and/or MACR Certificates may occur until after the 15th calendar day after the Closing Date in accordance with the requirements set forth in this Offering Circular. After receiving the notice, the Securities Administrator will e-mail the Certificateholder with wire payment instructions relating to the exchange fee. The Certificateholder will utilize the "Deposit and Withdrawal System" at DTC to exchange the Exchangeable Certificates and/or the MACR Certificates. A notice becomes irrevocable on the second Business Day before the proposed exchange date.

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

The Securities Administrator will make the first distribution on an Exchangeable Certificate or a MACR Certificate received by a Certificateholder in an exchange transaction on the Distribution Date related to the next Record Date following the exchange.

Freddie Mac Guarantee of Guaranteed Certificates

Freddie Mac, as Guarantor, guarantees the following:

- To each Class of Guaranteed Certificates the timely payment of interest at its applicable Class Coupon.
- To each Class of Guaranteed Certificates the payment of principal as described herein, including payment in full by the Stated Final Distribution Date.

Freddie Mac is required to make any guarantee payments to the Securities Administrator for distribution to the holders of the Guaranteed Certificates.

Pursuant to its guarantee of timely payment of interest and payment of principal, as applicable, on each Distribution Date, Freddie Mac is required to pay or cause to be paid to the Guaranteed Certificates:

(i) the Guarantor Interest Payments,

(ii) the Guarantor Principal Payments, and

(iii) the Guarantor Maturity Payment on the Stated Final Distribution Date, the remaining Class Principal Amount of such Guaranteed Certificates (after giving effect to all amounts distributable and allocable to principal on such Distribution Date).

Mandatory Guarantor Repurchase Obligation of Class AF Certificates

If the Class AF Certificates are still outstanding on the Distribution Date in September 2029, the Securities Administrator shall notify the Guarantor and the Seller of the Guarantor's possible upcoming obligation to exercise the Mandatory Guarantor Repurchase Obligation in September 2030.

If after the Distribution Date in September 2029 the Class AF Certificates are paid in full, or the Majority Representative provides notice of its intent to exercise its Optional Redemption Right in September 2030, the Securities Administrator will notify the Guarantor and the Seller that the Guarantor will not be obligated to purchase the Class AF Certificates.

If, 60 days prior to the Distribution Date in September 2030, (i) any of the Class AF Certificates are outstanding, and (ii) the Majority Representative has not exercised its Optional Redemption Right, then the Securities Administrator will notify the Guarantor and the Seller of the Guarantor's obligation to exercise the Mandatory Guarantor Repurchase Obligation in September 2030.

If the Guarantor is obligated to exercise its Mandatory Guarantor Repurchase Obligation, then on the Remittance Date in September 2030, the Guarantor will deliver the Mandatory Guarantor Repurchase Price to the Securities Administrator. On the Distribution Date in September 2030, the Securities Administrator will:

- allocate the amount of the Mandatory Guarantor Repurchase Price to the Class Principal Amounts of the Class A-1 and Class A-2 Certificates, pro rata, based on their respective outstanding Class Principal Amounts, to reduce such Class Principal Amounts to zero, to pay any accrued and unpaid interest on the Class A-1 and Class A-2 Certificates, and
- deliver the Class AF Certificates to the Guarantor.

Benchmark Replacement Provisions

<u>Benchmark Replacement</u>. If the Guarantor determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to (i) the Certificates, if any, with a Class Coupon based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, in respect of such determination on such date and all determinations on all subsequent dates.

<u>Benchmark Replacement Conforming Changes</u>. In connection with the implementation of a Benchmark Replacement, the Guarantor will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Guarantor described in this *"— Benchmark Replacement Provisions"* section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Guarantor's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to (i) the Certificates, if any, with Class Coupons based on LIBOR or (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, shall become effective without consent from any other party. For purposes of whether a Benchmark Replacement or Benchmark Replacement Adjustment can be determined by the Guarantor, if a Benchmark Replacement or Benchmark Replacement Adjustment alternative is, in the Guarantor's sole judgement, not administratively feasible, whether due to technical, administrative or operational issues, then such alternative will be deemed not to be determinable.

The Securities Administrator will not be under any obligation (i) to monitor, determine or verify the unavailability or cessation of LIBOR (or other applicable benchmark), or whether or when there has occurred, or to give notice to any other Transaction Party of the occurrence of, any Benchmark Transition Event or Benchmark Replacement Date, (ii) to select, determine or designate any alternative method, Benchmark Replacement or alternative index, or other successor or replacement alternative index, or whether any conditions to the designation of such a rate have been satisfied, or (iii) to select, determine or designate any Benchmark Replacement Adjustment, or other modifier to any replacement or successor index, or (iv) to determine whether or what conforming changes with respect to such alternative method, Benchmark Replacement or alternative index are necessary or advisable, if any, in connection with any of the foregoing.

The Securities Administrator will not be liable for any inability, failure or delay on its part to perform any of its duties set forth in the Pooling and Servicing Agreement as a result of the unavailability of LIBOR (or other applicable Benchmark) and the absence of a designated Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other Transaction Party, including without limitation the Guarantor, in providing any direction, instruction, notice or information required or contemplated by the terms of the Pooling and Servicing Agreement and reasonably required for the performance of such duties.

THE POOLING AND SERVICING AGREEMENT

The following summary describes certain provisions of the Pooling and Servicing Agreement, not otherwise described in this Offering Circular.

Freddie Mac as Sponsor, Seller, Trustee and Guarantor

Freddie Mac, a corporate instrumentality of the United States created and existing under the Freddie Mac Act, is the Seller of the Mortgage Loans, the Guarantor of the Guaranteed Certificates and the Trustee. Freddie Mac's principal office is located at 8200 Jones Branch Drive, McLean, Virginia 22102. Freddie Mac currently has approximately 6,600 employees in the McLean, Virginia headquarters and in regional offices located in New York, New York, Atlanta, Georgia, Chicago, Illinois, Carrolton, Texas and Los Angeles, California. Freddie Mac conducts business in the U.S. secondary mortgage market by working with a national network of experienced single-family seller/servicers to purchase single-family homes and to set servicing standards for such mortgage loans. Freddie Mac performs in-house quality control reviews of single-family loans but does not directly originate loans or service loans for third-party investors.

On the Closing Date, Freddie Mac will deposit the Mortgage Loans into the Trust. As Seller, Freddie Mac will be a party to the Pooling and Servicing Agreement and will be the only party with whom the Trust will have any remedies with respect to the Mortgage Loans.

Freddie Mac will act as Trustee under the Pooling and Servicing Agreement. The Trustee may resign from its duties under the Pooling and Servicing Agreement by giving written notice to the other parties to the Pooling and Servicing Agreement and all Certificateholders. The resignation of the Trustee will not become effective until a successor trustee is appointed. A resigning Trustee will be responsible for the payment of all reasonable expenses incurred in connection with such resignation and discharge and the appointment of a successor trustee. Even if Freddie Mac's duties as Trustee were to terminate, Freddie Mac, in its capacity as Guarantor, will still be obligated under the Pooling and Servicing Agreement with respect to its Guarantee.

Under the Pooling and Servicing Agreement, the Trustee may consult with counsel and rely upon the written advice of counsel and the Trustee will not be liable for any action taken or suffered or omitted by it in good faith in reliance thereon.

The Securities Administrator, Servicer, Collateral Administrator, Trustee and Guarantor will be indemnified, subject to the Expenses Cap, 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 it in connection with, related to, or arising out of the Pooling and Servicing Agreement, the transactions contemplated thereby, 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) (1) that constitutes a specific liability of such party, under the Pooling and Servicing Agreement, (2) incurred by reason of any breach of any representation or warranty made by such party, or by reason of any willful misfeasance, bad faith, fraud or negligence of such party in the performance of its obligations and duties under the Pooling and Servicing Agreement or negligent disregard by such party of its obligations and duties thereunder or (3) that are not "unanticipated expenses incurred by the REMIC" within the meaning of Treasury Regulations Section 1.860G-1(b)(3)(iii).

The Trustee is entitled to be paid or reimbursed by the Trust for its reasonable expenses and disbursements. Any such reimbursement due to Freddie Mac, as Trustee, will not affect Freddie Mac's obligation with respect to the Guarantee.

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 continues to operate under the conservatorship of the FHFA that commenced on September 6, 2008. From time to time, Freddie Mac is a party to various lawsuits and other legal proceedings arising in the ordinary course of business and is subject to regulatory actions that could materially adversely affect its operations and its ability to perform its obligations pursuant to the Pooling and Servicing Agreement. See *"Risk Factors — Risks Relating to Freddie Mac"*.

The information set forth in this section has been provided by Freddie Mac. No 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 and the provisions of the Pooling and Servicing Agreement are described herein.

Assignment of the Mortgage Loans

Freddie Mac will sell, assign and transfer all of its right, title and interest in the Mortgage Loans to the Trust pursuant to the terms of the Pooling and Servicing Agreement. In connection with the transfer of the Mortgage Loans, Freddie Mac will make the Representations and Warranties set forth in Appendix E hereto concerning the Mortgage Loans as of the Closing Date to the Trust.

Pursuant to the Pooling and Servicing Agreement, Freddie Mac as Seller will agree to recognize the Trust as the owner of the Mortgage Loans transferred thereunder. In addition, the Trustee will grant limited powers of attorney to the Servicer and other third parties engaged in the management and disposition of REO (*e.g.*, listing brokers and title companies) to act on behalf of the Trust.

The Pooling and Servicing Agreement requires that, with respect to each Mortgage Loan, the mortgage note or other promissory note, the Mortgage and any assumption, consolidation, modification agreement or power of attorney have been delivered to the Custodian on behalf of the Trust by the Closing Date. From and after the Closing Date, the Custodian will hold the Mortgage Loan documents for the benefit of the Trust and the Certificateholders, subject to the Custodial Agreement.

Mortgage Loan Representations and Warranties and Breach Review

If at any time during the Warranty Period the Collateral Administrator becomes aware of a breach of a Representation and Warranty that results in a Material Adverse Effect, the Collateral Administrator will collect information regarding such Material Breach and promptly submit a complete Notice of Breach or Indemnification to the Seller.

If the Collateral Administrator submits less than five (5) Notices of Breach or Indemnification in any given seven (7) calendar day period, then the Seller will confirm receipt of the Notice(s) of Breach or Indemnification within fourteen (14) calendar days of the date of receipt. If the Collateral Administrator submits five (5) or more Notices of Breach or Indemnification in any given seven (7) calendar day period, then Seller will confirm receipt of the Notice(s) of Breach or Indemnification within thirty (30) calendar days of the date of receipt. If the Notice of Breach or Indemnification is incomplete and does not contain the information required under the Pooling and Servicing Agreement, and the Seller reasonably believes that the Collateral Administrator would not be able to resubmit such notice with the missing documentation or information within 30 days, and the Seller has not agreed to a longer time period to resubmit, then such Notice of Breach or Indemnification may be denied, in the Seller's sole and reasonable discretion.

Upon the Seller's receipt of a complete Notice of Breach or Indemnification, the Cure Period will begin to run. If the Collateral Administrator unreasonably delays submitting a complete Notice of Breach or Indemnification and the delay results in an inability by the Seller to cure a Material Breach, then the related Material Breach will be deemed to have been waived.

If the Seller receives a complete Notice of Breach or Indemnification during the Warranty Period and has determined, in its sole and reasonable discretion, that such breach caused a Material Adverse Effect, the Seller will: (a) use its commercially reasonable efforts to cure such breach in all material respects within the Cure Period, unless otherwise agreed by the parties on a loan by loan basis where circumstances may require a longer Cure Period, or (b) if such breach cannot be cured by the expiration of the Cure Period, the Seller will, at its option: (i) indemnify the Trust for the Loss Indemnification Amount, resulting from the Material Breach related to such Mortgage Loan (or related REO property), or (ii) repurchase such Mortgage Loan (or related REO property) at the Repurchase Price. The aggregate of the Loss Indemnification Amount, Collateral Deficiency Indemnification Amount and Existing Lien Indemnification Amount related to such Mortgage Loan may not exceed the Repurchase Price for such Mortgage Loan, regardless of the number of breaches associated with such Mortgage Loan.

The decision of the Seller in regard to whether a Material Breach exists is final, non-appealable and is in the Seller's sole and reasonable discretion.

Payment Account

Under the terms of the Pooling and Servicing Agreement, the Securities Administrator is required to establish and maintain one or more accounts (the **"Payment Account"**), held in trust for the benefit of the Certificateholders, the Trust and the Guarantor. Pursuant to the terms of the Pooling and Servicing Agreement, the Servicer is required to deposit in the Payment Account all payments received during the applicable Collection Period less any amounts the Servicer is permitted to retain under the Pooling and Servicing Agreement. In the event the Servicer delivers to the Securities Administrator for deposit in the Payment Account any amount not required to be deposited therein, the Servicer may at any time request that the Securities Administrator withdraw such amount from the Payment Account and remit to it any such amount. In addition, the Guarantor, is required to deliver to the Securities Administrator from time to time for deposit, and the Securities Administrator is required to so deposit, in the Payment Account any Guarantor Principal Payment, Guarantor Interest Payment or Guarantor Maturity Payment.

Securities Administrator Reports

The Securities Administrator is required to prepare the Certificateholder Report and make it available no later than one Business Day prior to each Distribution Date. The Certificateholder Report for each Distribution Date shall set forth the following information:

- the Principal Remittance Amount for such Distribution Date, including interest bearing prepayments, non-interest bearing prepayments, interest bearing curtailments and non-interest bearing curtailments;
- the Interest Remittance Amount for such Distribution Date, including any Pre-Existing Servicing Advances received from the mortgagor and any Servicing Remedy Amounts;

- the amount of any Servicing Fee, Custodian Fee, Securities Administrator Fee, Collateral Administrator Fee and Guarantor Oversight Fee to be paid to, or retained by the Servicer, the Custodian, the Securities Administrator, the Guarantor and the Collateral Administrator, as applicable, on such Distribution Date;
- the amount applied to reduce the Class Principal Amount of each Class of Certificates;
- the amount, if any, of Servicing Advances made and reimbursed during the related Distribution Date and the amount of Servicing Advances outstanding as of the end of the related Distribution Date broken out by type (corporate advance not recoverable from the borrower, corporate advance recoverable from the borrower, and escrow advance), along with breaking out the portion attributable to Pre-Existing Servicing Advances and the amount, if any, of Servicing Remedy Amounts paid to Freddie Mac or to the Certificateholders;
- the aggregate Interest Bearing Unpaid Principal Balance and Unpaid Principal Balance of the Mortgage Loans as of the Distribution Date, the mortgage rates (in incremental ranges) and the weighted average remaining term of the Mortgage Loans;
- the number and Unpaid Principal Balance of the (I) Mortgage Loans that were (A) delinquent (exclusive of Mortgage Loans in foreclosure) (1) 30 to 59 days, (2) 60 to 89 days, (3) 90 to 119 days and (4) 120 or more days, (B) in foreclosure and (C) in bankruptcy and (II) REO properties, all as of the delinquency determination date relating to the Distribution Date;
- the amount of Subsequent Recoveries;
- the Class Principal Amount and Class Notional Amount of each Class of Certificates (other than the Mortgage Insurance and Residual Certificates) after giving effect to the distribution of principal on that Distribution Date;
- the aggregate amount of (A) Prepayments in Full reported to the Servicer during the applicable Collection Period, (B) partial prepayments reported to the Servicer during the applicable Collection Period, (C) Liquidation Proceeds received during the applicable Collection Period and (D) Subsequent Recoveries received during the applicable Collection Period;
- the amount of Available Funds;
- the Current Interest distributed to each Class of Certificates, along with the related Class Coupon, Coupon Cap Shortfalls, Unpaid Coupon Cap Shortfalls and, if any, unpaid interest shortfall;
- the cumulative aggregate amount of Certificate Writedown Amounts and Certificate Writeup Amounts from the Cut-Off Date through and including such Distribution Date for each Class;
- the Certificate Writedown Amounts and Certificate Writeup Amounts for each Class of Certificates for such Distribution Date;
- the aggregate Repurchase Price, Collateral Deficiency Indemnification Amount, Existing Lien Indemnification Amount and/or Loss Indemnification Amount deposited into the Payment Account with respect to the Mortgage Loans, which information may be presented in a footnote for such Distribution Date;
- the Basic Principal Distribution Amount, the Target Principal Distribution Amount and the Extra Principal Distribution Amount of the Class AF Certificates;
- the amount of any Initial Principal Forbearance Amounts;
- the amount of any Post-Closing Principal Forbearance Amounts;
- the Available Coupon Cap Distribution Amount;
- whether (A) the Servicing Control Trigger is satisfied, (B) there has been a Servicer Event of Default, and (C) there exists a Guarantor Nonpayment Event for such Distribution Date;
- the aggregate Capitalization Amount for such Distribution Date;

- as of the close of business on the last day of the related Collection Period, the aggregate Deferred Unpaid Principal Balance;
- the amounts distributed to the Class MI Certificate, the Class XS Certificates and the Subordinate Certificates;
- the status and outcome of any loan review conducted pursuant to the Pooling and Servicing Agreement, as reported to the Securities Administrator by the Collateral Administrator;
- the applicable Record Date and Accrual Period for each Class of Certificates and such Distribution Date;
- the Collateral Administrator report, if any, of a potential Material Breach, Collateral Deficiency Loss or Existing Lien Loss;
- any Servicing Remedy Amount for such Distribution Date;
- the amount of total fees and Expenses paid or reimbursed from the Payment Account on the related Distribution Date, including any Expenses and Excess Expenses for (A) the Collateral Administrator, (B) the Securities Administrator, (C) the Servicer, (D) the Custodian and (E) the Seller, the Trustee, and the Guarantor, broken out by each of their related Expenses Caps, the maximum annual amount available, and the remaining amount available under each of their related Expenses Caps;
- for any Mortgage Loan that was modified, the modification statement, and for any Mortgage Loan or mortgaged property that had a Realized Loss, the loss statement;
- the Unpaid Principal Balance of every REO property as of the Distribution Date;
- any Guarantor Interest Payments, Guarantor Maturity Payments and/or Guarantor Principal Payments for such Distribution Date;
- the Guarantee Expiration Date;
- information regarding delinquencies (using the MBA methodology), foreclosures, bankruptcies, and REO properties during the related Distribution Date and since the Cut-Off Date, by number of Mortgage Loans and the Unpaid Principal Balance;
- detailed reporting on prepayments and liquidations;
- with respect to Mortgage Loans that were subject to modification: (i) the percentage (by aggregate Unpaid Principal Balance of the Mortgage Loans as of the Cut-Off Date and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the last day of the Collection Period for the related Distribution Date) and number of Mortgage Loans modified during the related Distribution Date and since the Closing Date, (ii) the amount of principal forgiveness for the related Distribution Date and since the Closing Date, (iii) the date of the most recent modification, (iv) the number of modifications during the preceding twelve months, (v) the percentage of modified Mortgage Loans that are delinquent, (vi) the mortgage interest rate prior to and after modification for Mortgage Loans modified since the Closing Date, (vii) the original balance, (vii) the pre-modification balance, (ix) the modified balance (x) the pre-modification principal and interest, (xi) the post-modification principal and interest and (xii) the next due date;
- a statement regarding any eminent domain proceeding with respect to a Mortgage Loan or mortgaged property securing a Mortgage Loan commenced by a governmental entity, the results of the valuation on the related mortgaged property and the amount received from the governmental entity on such mortgaged property;
- the number and Unpaid Principal Balance of the Mortgage Loans that were repurchased by the Seller;
- to the extent that the Securities Administrator possesses such information, any information required by the Code and such other information, in each case, as the Guarantor may reasonably request;

- the Class Coupon for each Class for such Distribution Date, the Net WAC, the Class M-1 Certificates Net WAC, the Class M-2 Certificates Net WAC, the Class M-3 Certificates Net WAC and the Class B Certificates Net WAC rates for such Distribution Date;
- the amount of Seriously Delinquent Mortgage Loans;
- the number of Seriously Delinquent Mortgage Loans sold and the Loan Sale Proceeds resulting from the sale of one or more Seriously Delinquent Mortgage Loans deposited into the Collection Account;
- the percentage (by aggregate Unpaid Principal Balance) of Seriously Delinquent Mortgage Loans sold through such Distribution Date as a percentage of the initial aggregate Unpaid Principal Balance of the Mortgage Loans as of the Closing Date;
- the percentage (by number of loans) of Seriously Delinquent Mortgage Loans sold through such Distribution Date as a percentage of the initial aggregate number of Mortgage Loans as of the Closing Date;
- the amount of Mortgage Insurance Proceeds collected by the Servicer during the related Collection Period;
- the Class MI Fair Market Value Price;
- the Non-Current Mortgage Loan Percentage;
- the amount of Credit Enhancement;
- whether a Non-Current Mortgage Loan Percentage Trigger is in effect;
- detailed information with respect to Material Breaches (to the extent provided to the Securities Administrator);
- whether the Collateral Administrator Expiration Date has passed;
- the percentage (by aggregate Unpaid Principal Balance) of Mortgage Loans on Temporary Forbearance Plans for such Distribution Date;
- the Servicing Control Trigger Percentage; and
- any other information specified herein not set forth above as agreed to by the Securities Administrator.

The Securities Administrator is required to make such statement available to Certificateholders, and to potential or beneficial owners of the Certificates that provide appropriate certification in the form furnished by the Securities Administrator (submitted electronically via the Securities Administrator’s website) through the Securities Administrator’s website.

The Securities Administrator also is required to make available loan level information provided to it by Freddie Mac and the Servicer relating to the Mortgage Loans. Such information will be available on the Securities Administrator’s website. Any person seeking access to the loan level data must agree to the terms and conditions set forth on the website prior to obtaining the information.

In addition, at the end of each calendar year, the Securities Administrator is required to provide to each person who was a holder at any time during that year customary information required by the Internal Revenue Service (**“IRS”**). The Securities Administrator will make the Certificateholder Report (and, at its option, any additional files containing the same information in an alternative format) available each month to the holders and to the parties to the Pooling and Servicing Agreement on its internet website. The Securities Administrator’s internet website will initially be located at “https://pivot.usbank.com”. If you need assistance in using the website, you should call the Securities Administrator’s customer service desk at (800) 934-6802. You may have a paper copy of the report mailed to you by requesting a copy from the Securities Administrator customer service desk.

Servicing

The Mortgage Loans will be serviced by the Servicer pursuant to the terms of the Pooling and Servicing Agreement. Set forth below are summaries of the specific terms and provisions pursuant to which the Mortgage Loans will be serviced. The summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the provisions of the Pooling and Servicing Agreement.

General

The Servicer will service and administer the Mortgage Loans (or cause the Mortgage Loans to be serviced and administered) in accordance with accepted servicing practices, applicable law (including, but not limited to, the CARES Act) and the Pooling and Servicing Agreement, and will have full power and authority to do any and all things in connection with such servicing and administration that the Servicer may deem necessary or desirable and consistent with the terms of the Pooling and Servicing Agreement and with accepted servicing practices. In servicing and administering the Mortgage Loans, the Servicer will be required to employ procedures (including collection procedures) intended to maximize the timely and complete recovery of principal and interest on the Mortgage Loans for the Trust and exercise the same care that it would employ and exercise in servicing and administering mortgage loans it services giving due consideration to accepted servicing practices, the Pooling and Servicing Agreement, and applicable law.

The Pooling and Servicing Agreement authorizes the Servicer to solicit mortgagors for refinance into new mortgage loans so long as the mortgagors are not selected for solicitation based solely on the inclusion of the related Mortgage Loans in the transaction. Such refinancing will be in an amount sufficient to pay off the Unpaid Principal Balance of the Mortgage Loan in full and any accrued and unpaid interest thereon.

Servicing and Other Compensation and Payment of Expenses

The Servicer will be entitled to receive the Servicing Fee equal to one-twelfth of the product of (i) the Servicing Fee Rate for such Distribution Date and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans on the first day of the related Collection Period. The Servicer will retain the Servicing Fee from all amounts collected in respect of the Mortgage Loans during the related Collection Period prior to remittance of required amounts to the Securities Administrator for its distributions on the Certificates on each applicable Distribution Date.

The Servicer is entitled to retain any net interest earned on deposits in the Collection Account, including any investment earnings on investments of such funds permitted under the Pooling and Servicing Agreement, as additional compensation for performing its duties as the Servicer. In addition to the compensation described above, the Servicer will be entitled to retain all assumption fees, tax service fees, late payment charges and incentive payable to it under government loss mitigation programs, to the extent collected from mortgagors and as provided in the Pooling and Servicing Agreement. In connection with prepayments in full, the Servicer may retain the excess, if any, of the aggregate of any prepayment interest excess over the aggregate of any prepayment interest shortage.

The Servicer will be required to pay all related expenses incurred in connection with its servicing responsibilities (subject to limited reimbursement as set forth in the Pooling and Servicing Agreement).

Loss Mitigation

Subject to the terms of the Pooling and Servicing Agreement, the Servicer will be required to take such action as it deems to be in the best interest of the Certificateholders and the Trust with respect to defaulted Mortgage Loans and foreclose upon or otherwise comparably convert the ownership of properties securing defaulted Mortgage Loans as to which no satisfactory collection arrangements can be made, which may include the donation of delinquent Mortgage Loans for which foreclosure may not be in the best interests of the Trust. To the extent set forth in the Pooling and Servicing Agreement, the Servicer will be required to service any REO property acquired through foreclosure or deed-in-lieu of foreclosure in accordance with procedures that the Servicer employs and exercises in servicing and administering other REO properties that it services and which are in accordance with accepted mortgage servicing practices of prudent lending institutions, except that Servicer must market such REO properties for a period of at least 20 days to prospective owner occupants and non-profit

buyers who will be provided an exclusive opportunity to purchase such REO property during such period. In addition, the Servicer may be entitled to retain additional amounts in connection with the management and liquidation of REO properties as provided in the Pooling and Servicing Agreement and the tax rules governing REMICs.

Subject to accepted servicing practices and applicable law, the Pooling and Servicing Agreement permits the Servicer to waive any late payment charge, assumption fee or other fee that may be collected in the ordinary course of servicing the Mortgage Loans. The Servicer, unless permitted by and in accordance with the Pooling and Servicing Agreement, may not (i) permit any Modification, as defined below, or (ii) accept payment (whether in connection with a short sale or payoff) from the related mortgagor of an amount less than the Unpaid Principal Balance of such Mortgage Loan in final satisfaction of such Mortgage Loan or change the final maturity date on such Mortgage Loan. A **"Modification"** is a change of any material term of any Mortgage Loan, including, but not limited to, a modification that would change the mortgage interest rate or the final maturity date, defer the payment of principal and/or interest, creating a Deferred Unpaid Principal Balance, or forgive the payment of principal or interest, or reduce or increase the Unpaid Principal Balance (except for actual payments of principal). Notwithstanding the foregoing, in the event that any Mortgage Loan is 60 or more days delinquent or, in the judgment of the Servicer is in imminent risk of default determined in accordance with the Pooling and Servicing Agreement, the Servicer may waive, modify or vary any term of such Mortgage Loan (including Modifications that would change the mortgage rate, forgive or forbear the payment of principal or interest or extend the final maturity date of such Mortgage Loan), or consent to the postponement of strict compliance with any such term or otherwise grant indulgence to any mortgagor, provided; however, the Servicer may not modify a Mortgage Loan, more than once during any twelve (12) month period or more than twice after the Closing Date (unless directed by or with the consent of the Collateral Administrator for so long as there is a Majority Representative) and further provided, that the Servicer may not enter into a Modification of a Mortgage Loan (i) to forgive principal that would result in a mark-to-market loan-to-value ratio of less than 105% or (ii) to defer principal and/or interest creating a Deferred Unpaid Principal Balance that would result in a mark-to-market loan-to-value ratio of less than 80% in each case based on the post-modification Interest Bearing Unpaid Principal Balance of the related Mortgage Loan and the current market value of the related mortgaged property. Notwithstanding anything in the Pooling and Servicing Agreement to the contrary, no waiver, modification, variance, postponement of compliance or indulgence made or proposed to be made by the Servicer in accordance with the foregoing will require the consent of the Guarantor, the Securities Administrator, the Trustee or any other entity. Notwithstanding the foregoing, the Servicer will not make or permit any modification, waiver, or amendment of any Mortgage Loan which would cause any REMIC created under the Pooling and Servicing Agreement to fail to qualify as a REMIC or result in the imposition of any tax under the Code.

In cases where a modification is not feasible or in the best interests of Certificateholders, the Servicer may agree to a short sale, allowing the mortgagor to sell the mortgaged property to a third-party for an amount that is insufficient to pay off the Mortgage Loan in full, or a deed in lieu of foreclosure, allowing the mortgagor to convey the mortgaged property to the Trust, becoming an REO property.

In the case of foreclosure of a mortgaged property or damage to a mortgaged property or an REO property, the Servicer will not be required to expend its own funds to foreclose or restore any damaged property, unless it determines (i) that such foreclosure and/or restoration will increase the proceeds of liquidation of the Mortgage Loan or REO property after reimbursement of expenses and (ii) that such expenses will be recoverable through Liquidation Proceeds or any applicable insurance policy in respect of such Mortgage Loan, except that, if the Servicer is unable to enter into an alternative to foreclosure or otherwise donate the Mortgage Loan, including a donation to a non-profit or governmental entity, the Servicer must foreclose on the mortgaged property. In the event that the Servicer has expended its own funds for foreclosure or to restore damaged property where such advances constitute non-recoverable advances, it will be entitled to be reimbursed from the Collection Account on a daily basis in an amount equal to all costs and expenses incurred by it, without restriction and any other such expenditures will be reimbursed as a Servicing Advance.

Sale of Seriously Delinquent Mortgage Loans

Under the Pooling and Servicing Agreement, beginning on December 1, 2020, the Collateral Administrator may direct or provide consent to the Servicer to sell (or cause to be sold) any Seriously Delinquent Mortgage

Loan pursuant to the Loan Sale Right. For each Seriously Delinquent Mortgage Loan sold, all proceeds for such Mortgage Loan will be deposited into the Collection Account, transferred into the Payment Account and paid by the Securities Administrator as part of the *"— Distribution of Available Funds"* on each applicable Distribution Date.

Servicing Advances

In the course of performing its servicing obligations under the Pooling and Servicing Agreement, the Servicer will be required to pay all customary, reasonable and necessary "out-of-pocket" costs and expenses paid to a third-party, including, but not limited to, (a) the cost of preservation, inspection, restoration, protection and repair of a mortgaged property or REO property, including, without limitation, advances in respect of liens, real estate taxes and assessments that may result in the subordination of the Mortgage lien or REO deed, (b) insurance premiums related to the Mortgage Loan, (c) the cost of any collection, enforcement or judicial proceedings, including without limitation foreclosures, collections, liquidations, bankruptcies and evictions, and any expenses incurred in connection with any such proceeding that results from the Mortgage Loan being registered on the MERS system, (d) the cost of the conservation, management and valuation, of any REO property and any REO disposition, (e) the cost of obtaining any legal documentation required to be included in the servicing file and/or correcting any outstanding title issues (i.e., any lien or encumbrance on the mortgaged property that prevents the effective enforcement of the intended lien position or any lien on an REO property that prevents the timely liquidation thereof) reasonably necessary for the Servicer to perform its obligations under the Pooling and Servicing Agreement, (f) the cost of preparing, executing and recording instruments of satisfaction, deeds of reconveyance or assignments of mortgage to the extent not recovered from the related mortgagor, (g) expenses incurred in connection with any loss mitigation alternative, and (h) fees and expenses incurred in connection with a refinance of a defaulted Mortgage Loan. Servicing Advances do not include Pre-Existing Servicing Advances.

The Pooling and Servicing Agreement will provide that the Servicer will be entitled to withdraw or cause to be withdrawn from the Collection Account out of general collections therein prior to any remittance to the Trust, certain amounts as provided therein, including, but not limited to, unreimbursed Servicing Advances, including those that the Servicer determines to be non-recoverable (in each case subject to the Seller's right of reimbursement of Pre-Existing Servicing Advances).

As of the Cut-Off Date, the aggregate amount of Pre-Existing Servicing Advances is equal to approximately $6,147,700. These Pre-Existing Servicing Advances were made by one or more previous servicers on certain of the Mortgage Loans. While the Servicer may collect these Pre-Existing Servicing Advances from the related mortgagors, if possible, or may capitalize them into the mortgagors' Unpaid Principal Balances as part of permitted modifications, any collections received in respect of such Pre-Existing Servicing Advances will not be available for distribution to the Certificateholders and the Servicer will not reimburse itself for these Pre-Existing Servicing Advances.

The Servicer will not be required to make principal and interest advances.

In connection with the modification of a Mortgage Loan prior to the Cut-Off Date, a prior servicer may have deferred the repayment of any amounts owed by the related mortgagor until the earliest of the (i) maturity date for the Mortgage Loan, (ii) sale of the related mortgaged property or (iii) payoff of the Mortgage Loan by the mortgagor, at which time such amount will be due by such mortgagor (any such amount, an **"Initial Principal Forbearance Amount"**). The Initial Principal Forbearance Amount with respect to any Mortgage Loan is considered part of the Unpaid Principal Balance of such Mortgage Loan.

Additionally, as provided in the Pooling and Servicing Agreement, in connection with the Modification of a Mortgage Loan after the Cut-Off Date, the Servicer may capitalize certain amounts, such as accrued and unpaid interest and certain Servicing Advances and Pre-Existing Servicing Advances by adding such capitalized amounts to the Unpaid Principal Balance of the related Mortgage Loan. In connection with the Modification of a Mortgage Loan, the Servicer may defer or capitalize the repayment of any amounts owed by the related mortgagor. If the Servicer defers such amounts, such amounts will be non-interest bearing, non-amortizing, and due by the related mortgagor at the earliest of the maturity date for the Mortgage Loan, sale of the related mortgaged property or payoff of the Mortgage Loan by the mortgagor (any such amount, the **"Deferred Unpaid Principal Balance"**).

REO Management and Disposition

Pursuant to the Pooling and Servicing Agreement, the Servicer, either itself or through an agent selected by it, will be required to manage, conserve, protect and operate each REO property solely for the purpose of its prompt disposition and sale in a manner that (i) does not cause such REO property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code or (ii) result in the receipt by any REMIC Pool of any "income from non-permitted assets" within the meaning of Section 860F(a)(2)(B) of the Code, or any "net income from foreclosure property" which is subject to taxation under the REMIC provisions. The Servicer will cause each REO property to be inspected promptly upon the acquisition of title thereto and vacancy of the property and will cause each REO property to be inspected in accordance with accepted servicing practices thereafter.

Each disposition of an REO property will be carried out by the Servicer at such price and upon such terms and conditions as the Servicer determines in good faith, to likely result in a higher expected recovery of net proceeds taking into account the risks of recovery, except that the Servicer must market such properties for a period of at least 20 days to prospective owner occupants and non-profit buyers who will be provided an exclusive opportunity to purchase such property during this period. Any disposition will be for cash only (unless changes in the REMIC provisions made subsequent to the Closing Date allow a sale for other consideration). The Servicer, on behalf of the Trust, is required to sell any REO property as soon as practicable and in any event no later than the end of the third full taxable year after the taxable year in which the Trust acquires ownership of such REO property for purposes of Section 860G(a)(8) of the Code or request from the IRS, no later than 60 days before the day on which the three-year grace period would otherwise expire, an extension of such three-year period unless the Servicer delivers to the Securities Administrator and the Trustee an opinion of counsel, to the effect that the holding by the Issuer of such REO property subsequent to three years after its acquisition will not for U.S. federal income tax purposes (i) cause such REO property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code or (ii) result in an Adverse REMIC Event.

Servicing Monitoring and Oversight by the Guarantor, the Trustee and the Collateral Administrator

The Guarantor, the Trustee and the Collateral Administrator will each have the right to monitor the Servicer's servicing of the Mortgage Loans and the Servicer is required to take all steps to facilitate such monitoring, as provided in the Pooling and Servicing Agreement, including, but not limited to: (i) providing access to the Trustee, the Guarantor (and one or more designees of the Guarantor, if any) and the Collateral Administrator, as reasonably requested and during normal business hours, to all books, records and other information in relation to the Mortgage Loans prepared and/or maintained by the Servicer and (ii) reporting to the Trustee, the Guarantor and the Collateral Administrator. As compensation for this monitoring, the Guarantor will receive the Guarantor Oversight Fee. Such monitoring and reporting requirements may be amended from time to time as provided in the Pooling and Servicing Agreement.

In connection with this monitoring, the Guarantor may become aware of breaches by the Servicer in performing its obligation to service and administer the Mortgage Loans in accordance with applicable law and the Pooling and Servicing Agreement. The Guarantor may review any such breaches pursuant to the remedy management process set forth in the Pooling and Servicing Agreement. As a result of such review, the Guarantor will determine whether there was a violation by the Servicer of any requirement related to its servicing obligations, and if so, (i) determine whether the Servicer could correct such violation or (ii) if the Guarantor determines that such violation is non-correctable, or any correction would result in losses to the Trust or Freddie Mac (in any capacity), the Guarantor will determine the Servicing Remedy Amount related to such violation. The Servicer can appeal the Guarantor's determination; however, upon final review and determination, the Guarantor's decision will be binding. If as a result of this process, it is determined that the Servicer is required to pay a Servicing Remedy Amount, the Servicer will provide notification to the Securities Administrator and will remit such amount to the Collection Account not later than the Remittance Date in the month following such determination.

Collections on Mortgage Loans; Collection Account and Escrow Account

Upon receipt by the Servicer of amounts in respect of the Mortgage Loans (excluding Escrow Amounts and amounts representing the Servicing Fee or other servicing compensation and similar items), the Servicer will be

required to deposit such amounts within two business days of identification thereof into an account (the **"Collection Account"**) for the benefit of the Certificateholders, which will be an Eligible Account. Amounts on deposit in the Collection Account may be invested at the direction of the Servicer and for the benefit and at the risk of the Servicer in certain investments permitted under the Pooling and Servicing Agreement. On the second business day prior to each Distribution Date (the **"Remittance Date"**), the Servicer will be required to withdraw from the Collection Account all amounts required to be remitted by the Servicer for such month pursuant to the Pooling and Servicing Agreement and will remit such amounts to the Securities Administrator for deposit to the Payment Account.

To the extent required by the related mortgage note and not violative of current law, the Servicer will segregate and hold all amounts constituting taxes, assessments, insurance premiums, fire and hazard insurance premiums and other payments as may be required to be escrowed by the mortgagor pursuant to the terms of any mortgage note or mortgage (**"Escrow Amounts"**). The Servicer will be required to deposit Escrow Amounts within two business days of identification thereof into an account (the **"Escrow Account"**), for the benefit of the Certificateholders which will be an Eligible Account.

An **"Eligible Account"** is an account that is:

(i) a segregated account or accounts maintained with a federal or state chartered depository institution or trust company (which may be the Securities Administrator) that has a combined capital and surplus of at least $1,000,000,000 and the long-term unsecured debt obligations of which are rated at least "BBB+" by S&P (or "A-" or higher by S&P if such institution's short-term debt obligations are rated not less than "A-2" by S&P) and "A" by Fitch, if the deposits are to be held in such account for 30 days or more, or the short-term debt obligations of which have a short-term rating of not less than "A-2" by S&P and "F1" by Fitch, if the deposits are to be held in such account for less than 30 days or such other ratings acceptable to the Issuer and the Guarantor; or

(ii) a segregated trust account or accounts maintained with the corporate trust department of a federal or state-chartered depository institution or trust company (which may be the Securities Administrator) that, in either case, has a combined capital and surplus of at least $50,000,000 and has corporate trust powers, acting in its fiduciary capacity, and the long term deposit or unsecured debt obligations of which are rated at least "BBB+" by S&P (or "A-" or higher by S&P if such institution's short-term debt obligations are rated not less than "A-2" by S&P) and "A" by Fitch, if the deposits are to be held in such account for 30 days or more, or the short-term debt obligations of which have a short-term rating of not less than "A-2" by S&P and "F1" by Fitch, if the deposits are to be held in such account for less than 30 days or such other rating acceptable to the Issuer and the Guarantor, **provided, that** with respect to this clause (ii), that any state-chartered depository institution or trust company is subject to regulation regarding fiduciary funds substantially similar to 12 C.F.R. § 9.10(b).

Eligible Accounts may bear interest.

Hazard and Flood Insurance

With respect to each Mortgage Loan, the Servicer is required to cause to be maintained for each mortgaged property securing such Mortgage Loan a fire and hazard insurance policy with extended coverage as is customary in the area where the mortgaged property is located, which contains a standard mortgagee's clause, in at least an amount equal to the lesser of (i) the replacement value of the improvements securing such Mortgage Loan or (ii) the greater of (a) the Unpaid Principal Balance of the Mortgage Loan and (b) an amount such that the proceeds thereof will be sufficient to prevent the mortgagor or the loss payee from becoming a co-insurer. If the related mortgagor allows hazard coverage to lapse, the Servicer will procure coverage at least equal to the lesser of (i) the Unpaid Principal Balance or (ii) the full insurable value of the related mortgaged property. As set forth above, all amounts collected by the Servicer under any hazard policy, except for amounts to be applied to the restoration or repair of the mortgaged property or released to the mortgagor on the holder of a prior lien in accordance with the Servicer's normal servicing procedures, to the extent they constitute Net Liquidation Proceeds, will ultimately be deposited in the Collection Account. With respect to each Mortgage Loan, if the

improvements on a mortgaged property at origination were in an area identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards, the Servicer is required to cause to be maintained a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration with an insurer generally acceptable in the mortgage loan industry in an amount representing coverage not less than the least of (i) the Unpaid Principal Balance, (ii) the insurable value of the mortgaged property, and (iii) the maximum amount of insurance that was available under the National Flood Insurance Act of 1968, as amended.

To the extent the Servicer has not already procured a hazard policy (and a flood insurance policy, if applicable) meeting the requirements on the related mortgaged property secured by the related Mortgage Loan prior to foreclosure or a deed-in-lieu of foreclosure, the Servicer will be required to obtain for any REO property (a) fire and hazard insurance with extended coverage in an amount which is at least equal to the maximum insurable value of the improvements that are a part of such property and (b) flood insurance in the amount set forth in the preceding paragraph. The Servicer will not be required to maintain any such insurance if the related Servicing Advance therefor would, in the reasonable judgment of the Servicer, be a nonrecoverable Servicing Advance. The Servicer may obtain a blanket liability policy for REO properties without a related hazard insurance policy that provides at least the same minimum coverage as an individual hazard insurance policy would for that same property.

The ability of the Servicer to assure that hazard and flood insurance proceeds are appropriately applied may be dependent on its being named as an additional insured under any hazard insurance policy, or upon the extent to which information in this regard is furnished to the Servicer by a mortgagor. The Pooling and Servicing Agreement provides that the Servicer may satisfy its obligation to cause hazard policies to be maintained by maintaining a blanket policy insuring against losses on the Mortgage Loans and REO properties. If such blanket policy contains a deductible clause, the Servicer is obligated to deposit in the Collection Account the sums that would have been deposited in the Collection Account but for such clause.

In general, the standard form of fire and extended coverage policy covers physical damage to or destruction of the improvements on the property by fire, lightning, explosion, smoke, windstorm and hail, and riot, strike and civil commotion, subject to the conditions and exclusions specified in each policy. Although the policies relating to the Mortgage Loans will be underwritten by different insurers under different state laws in accordance with different applicable state forms and therefore will not contain identical terms and conditions, the terms of the policies are dictated by respective state laws, and most such policies typically do not cover any physical damage resulting from the following: war, revolution, governmental actions, floods and other weather-related causes, earth movement, including earthquakes, landslides and mudflows, nuclear reactions, wet or dry rot, vermin, rodents, insects or domestic animals, theft and, in certain cases, vandalism. The foregoing list is merely indicative of certain kinds of uninsured risks and is not intended to be all-inclusive.

The hazard insurance policies covering the mortgaged properties typically contain a co-insurance clause which in effect requires the insured at all times to carry insurance of a specified percentage, generally 80% to 90%, of the full replacement value of the improvements on the property in order to recover the full amount of any partial loss. If the insured's coverage falls below this specified percentage, such clause generally provides that the insurer's liability in the event of partial loss does not exceed the greater of (x) the replacement cost of the improvements less physical depreciation or (y) such proportion of the loss as the amount of insurance carried bears to the specified percentage of the full replacement cost of such improvements.

Certain Matters Regarding the Servicer

The duties to be performed by the Servicer include foreclosure proceedings, liquidations of Mortgage Loans and REO properties, collection and remittance of principal and interest payments or other collections in respect of the Mortgage Loans, administration of mortgage escrow accounts, collection of insurance claims and making Servicing Advances. The Servicer also will provide such accounting and reporting services as are necessary to provide required information to the Securities Administrator and the Trustee with respect to the Mortgage Loans. Any of the servicing obligations of the Servicer may be delegated to another person who meets the eligibility requirements set forth in the Pooling and Servicing Agreement and agrees to conduct such duties in accordance with the Pooling and Servicing Agreement and no subservicer or any other person will be entitled to any

additional compensation from assets of the Trust. In the case of any such delegation, the Servicer will remain liable under the Pooling and Servicing Agreement.

The Pooling and Servicing Agreement will also provide that neither the Servicer nor any director, officer, employee or agent of the Servicer, will be under any liability to the Trustee, the Securities Administrator, the Collateral Administrator, the Trust or the Certificateholders for (a) the taking of any action or for refraining from the taking of any action in good faith pursuant to the Pooling and Servicing Agreement, or (b) any action taken at the direction of the Trustee, the Securities Administrator, the Collateral Administrator or the Guarantor; provided, however, that, in each case, this provision shall not protect the Servicer or any such person against (v) any breach of warranties or representations made in the Pooling and Servicing Agreement, (w) any failure to perform its obligations in compliance with any standard of care set forth in the Pooling and Servicing Agreement, (x) any failure to comply with any servicing requirement or obligation set forth in the Pooling and Servicing Agreement, (y) any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of his or its duties or by reason of reckless disregard of his or its obligations and duties under the Pooling and Servicing Agreement or (z) any action or inaction by the Servicer giving rise to the Servicer's indemnification obligations under the Pooling and Servicing Agreement. The Servicer, and any director, officer, employee or agent of the Servicer shall be entitled to indemnification from the assets of the Trust pursuant to the Pooling and Servicing Agreement. The Servicer and any officer, employee or agent of the Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by any person, with appropriate authority and in accordance with the Pooling and Servicing Agreement, respecting any matters arising thereunder.

Under the Pooling and Servicing Agreement, the Servicer may not: (i) initiate any action, suit or proceeding solely under the name of any prior servicer, the Trustee, the Seller, the Trust or the Guarantor without the written consent of such person; (ii) continue any action, suit or proceeding in the name of the Seller or the prior servicer, take title to any REO property in the name of the Seller or the prior servicer; or (iii) take any action with the intent to cause, and which actually does cause, the Trustee, the Seller, the Trust or the Guarantor to be registered to do business in any state; except that Servicer may initiate actions, suits and proceedings in the name of the Trust and Trustee pursuant to a power of attorney with respect to routine foreclosure, bankruptcy and eviction proceedings. With respect to (i) above, if consent is provided, the Servicer must indicate its representative capacity in any action, suit or proceeding it initiates. In addition, the Servicer is required to provide notice to the Trustee and the Guarantor in the event "non-routine litigation" arises, as defined in the Guide Section 9402.2, in accordance with the notice provisions of the Guide Section 9402.3(b)(1), except that Servicer must include the name of the Trust and the corresponding loan number reported to Freddie Mac. In the event non-routine litigation arises, Freddie Mac, as Trustee and/or as Guarantor, reserves the right to direct the Servicer and its counsel and otherwise manage such litigation.

Any person into which the Servicer may be merged or consolidated, or any person resulting from any merger, conversion or consolidation to which the Servicer is a party, or any organization succeeding to the business through the transfer of substantially all of its assets or all assets relating to such business, or otherwise, of the Servicer will be the successor servicer under the Pooling and Servicing Agreement without requiring the consent of any party, *provided* that such successor or resulting entity has a net worth of not less than $15,000,000 and meets other requirements set forth in the Pooling and Servicing Agreement.

Servicer Events of Default

A **"Servicer Event of Default"** under the Pooling and Servicing Agreement will consist of:

(i) any failure by the Servicer to remit to the Securities Administrator any payment required to be made under the terms of the Pooling and Servicing Agreement which continues unremedied for a period of 2 business days after the date upon which written notice of such failure, requiring the same to be remedied, has been given to the Servicer by the Securities Administrator or the Trustee;

(ii) any failure by the Servicer to duly perform, within the required time period and without notice, its obligations to provide the "Annual Servicer's Officer's Certificate" and "Annual Independent Public Accountants' Servicing Report" pursuant to the Pooling and Servicing Agreement, which failure continues unremedied for a period of 10 calendar days from the date of delivery required with respect to such certification;

(iii) any failure by the Servicer to duly perform within the required time period and without notice or grace period, its obligations to provide the "Monthly Disclosure File" or other data materials or information required to be provided to the Securities Administrator pursuant to the Pooling and Servicing Agreement;

(iv) except with respect to those items listed in clauses (ii) and (iii) above, a breach of any of the Servicer's representations and warranties set forth in the Pooling and Servicing Agreement, which breach materially and adversely affects the ability of the Servicer to perform its duties and obligations thereunder or otherwise materially and adversely affects the value of the Mortgage Loans, the mortgaged properties, the REO properties or the interests of the Certificateholders or the parties thereto, or any failure by the Servicer to duly observe or perform in any material respect any other of the covenants or agreements on the part of the Servicer set forth in the Pooling and Servicing Agreement which breach or failure continues unremedied for a period of 30 calendar days after the first date on which written notice of such breach or failure is received by the Servicer;

(v) failure by the Servicer to maintain its license to do business or service residential mortgage loans in any jurisdiction, if required by such jurisdiction, where the mortgaged properties or REO properties are located;

(vi) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, including bankruptcy, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, has been entered against the Servicer and such decree or order have remained in force undischarged or unstayed for a period of 60 calendar days;

(vii) the Servicer consents to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Servicer or of or relating to all or substantially all of its property;

(viii) the Servicer admits in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency, bankruptcy or reorganization statute, make an assignment for the benefit of its creditors, voluntarily suspend payment of its obligations or cease its normal business operations for three (3) calendar days;

(ix) the Servicer fails to provide Guarantor loan data remittance reports on or prior to the date required under the Pooling and Servicing Agreement for any two (2) consecutive months twice in any twelve-month period to the Guarantor as required under the Pooling and Servicing Agreement and the Guarantor declares such failure a default;

(x) the Servicer otherwise ceases to meet the qualifications of a Freddie Mac seller/servicer;

(xi) the Servicer attempts to assign the servicing of the Mortgage Loans or its right to servicing compensation under the Pooling and Servicing Agreement or the Servicer attempts to sell or otherwise dispose of all or substantially all of its property or assets or to assign the Pooling and Servicing Agreement or the servicing responsibilities under the Pooling and Servicing Agreement or to delegate its duties under the Pooling and Servicing Agreement or any portion thereof (to other than a third-party in the case of outsourcing routine tasks including, but not limited to, taxes, insurance, property inspection, reconveyance, collection or brokering REO property), in each case without complying fully with the provisions regarding limitation on resignation and assignment by the Servicer; or

(xii) failure by the Servicer to service the Mortgage Loans in accordance with accepted servicing practices and the Pooling and Servicing Agreement, following notice by the Trustee or Guarantor, which failure continues unremedied for 30 days.

Servicing Control Trigger

"Servicing Control Trigger" means with respect to any Distribution Date, a trigger that will occur if the Servicing Control Trigger Percentage exceeds 130% of the current Credit Enhancement related to such Distribution Date.

Rights Upon Servicer Events of Default

If a Servicer Event of Default under the Pooling and Servicing Agreement remains unremedied, the Trustee may terminate all of the rights and obligations of the defaulting Servicer with respect to the Mortgage Loans, as provided in the Pooling and Servicing Agreement, whereupon the Trustee is required to appoint a successor servicer to succeed to all of the responsibilities and duties of the Servicer. The Servicer will continue to service the Mortgage Loans until a successor servicer has assumed all of the servicing responsibilities under the Pooling and Servicing Agreement. Any successor servicer (i) must be a Freddie Mac approved servicer (or if such entity is no longer in existence, any successor or successors thereto), (ii) must have a net worth of at least $15,000,000 or such higher amount as may be required by Freddie Mac servicer financial eligibility requirements set forth in the Guide, and (iii) must agree, and have the capacity to assume all of the responsibilities, duties and obligations of the Servicer under the Pooling and Servicing Agreement, including, without limitation, the ability to service e-mortgages if any e-mortgages will be transferred.

Notwithstanding anything to the contrary set forth above, the Trustee and the Guarantor may jointly waive by written notice any Servicer Event of Default permitting removal of the Servicer, provided that the Servicer has remitted to the Securities Administrator, for the benefit of the Trust, the amount of any payment (plus interest accrued thereon), the nonpayment of which gave rise to such Servicer Event of Default. Upon any waiver of an existing default and receipt of such payment, such default will cease to exist and any Servicer Event of Default arising therefrom will be deemed to have been remedied. The Pooling and Servicing Agreement will provide that no such waiver will extend to any subsequent or other default or impair any right consequent thereto except to the extent expressly waived by the Trustee and the Guarantor as set forth above. Notwithstanding anything herein to the contrary, Certificates registered in the name of the Freddie Mac, or any affiliate of Freddie Mac, will be entitled to the same rights to vote with respect to the matters waiving any Servicer Event of Default as they would if registered in the name of any other person.

Rights Upon the Occurrence of a Servicing Control Trigger

If a Servicing Control Trigger occurs, the Guarantor may direct the Trustee to pursue either of the following remedies: (i) impose on the Servicer new or different servicing requirements which may be substantially comparable to the Freddie Mac Single Family Seller/Servicer Guide, as amended from time to time (the **"Guide"**), or (ii) direct the Trustee to terminate the Servicer and appoint a successor servicer. Such successor servicer will be required to service in accordance with either the Pooling and Servicing Agreement or servicing requirements substantially comparable to the Guide's servicing requirements.

Successor Servicer

Upon termination of the Servicer pursuant to the occurrence of a Servicer Event of Default or a Servicing Control Trigger, if the Trustee is required to appoint a successor servicer, it will do so as soon as practicably possible, and the Servicer will remain obligated pursuant to the Pooling and Servicing Agreement until its successor is appointed. The Trustee and any successor servicer may agree upon such successor servicer's compensation; provided that in no event will the Servicing Fee Rate exceed 0.3750% as a percentage of the Unpaid Principal Balance.

For the avoidance of doubt, in no event will the Securities Administrator, Guarantor, Collateral Administrator or the Trustee be required to act as successor servicer under the Pooling and Servicing Agreement. Any reasonable costs incurred by the Trustee or the Guarantor in connection with securing successor servicer will be reimbursed to it by the predecessor Servicer. In the event that the predecessor Servicer fails to reimburse the Trustee or the Guarantor, as applicable, for such costs within 60 days, the Trustee or the Guarantor, as applicable, will be entitled to reimbursement from amounts on deposit in the Payment Account.

Any reasonable servicing transfer costs of the successor servicer incurred in connection with the transfer of servicing from the predecessor Servicer, including without limitation any reasonable costs or expenses associated with the documentation of the assumption of servicing by the successor servicer, the complete transfer of all servicing data and the completion, correction and manipulation of such servicing data as may be required by the successor servicer to correct any errors or insufficiencies in the servicing data or otherwise to enable the successor servicer to service the Mortgage Loans properly and effectively, will be paid by the predecessor Servicer. In the event that the predecessor Servicer fails to reimburse the successor servicer for such costs within 60 days, the successor servicer will be entitled to reimbursement from the Trust. The successor servicer will assume the servicing obligations as soon as practicable.

No assurance can be given that termination of the rights and obligations of the Servicer would not adversely affect the servicing of the Mortgage Loans or the management and disposition of the REO properties, including the delinquency experience of the Mortgage Loans or the timing of liquidations of the Mortgage Loans and sales of REO properties.

Resignation of the Servicer

Except in the limited circumstances permitted under the Pooling and Servicing Agreement, the Servicer may not assign its obligations under the Pooling and Servicing Agreement or resign from the obligations and duties imposed on it by the Pooling and Servicing Agreement except by written consent of the Trustee, the Guarantor and the Securities Administrator, which consent, in the case of an assignment of rights or delegation of duties, will be granted or withheld in the discretion of the Trustee, the Guarantor and the Securities Administrator and which consent, in the case of a sale or disposition of all or substantially all of the property or assets of the Servicer, will not be unreasonably withheld or upon the determination that the Servicer's duties under the Pooling and Servicing Agreement are no longer permissible under applicable law and such incapacity cannot be cured by the Servicer, in which event the Servicer may resign as servicer. Notwithstanding the foregoing, the Servicer has the right to resign as Servicer under the Pooling and Servicing Agreement if the Servicer has proposed a successor servicer to the Trustee, the Guarantor, and the Securities Administrator in writing and such proposed successor servicer is reasonably acceptable to the Trustee, the Guarantor, and the Securities Administrator. Any successor servicer (i) must be reasonably acceptable to the Trustee and the Guarantor and must be a Freddie Mac approved servicer (or if such entity is no longer in existence, any successor or successors thereto), (ii) must have a net worth of at least $15,000,000 or such higher amount as may be required by the Freddie Mac servicer financial eligibility requirements set forth in the Guide, and (iii) must agree to, and have the capacity to assume all of the responsibilities, duties and obligations of the Servicer under the Pooling and Servicing Agreement. No such resignation will become effective until a successor has assumed the Servicer's responsibilities and obligations in accordance with the Pooling and Servicing Agreement, including, without limitation, the ability to service e-mortgages if any e-mortgages will be transferred. Servicing transfer costs of the successor servicer will be paid by the resigning Servicer or, if the Servicer fails to pay such costs within 60 days of written notice thereof, from the Trust.

Various Matters Regarding Freddie Mac

The Pooling and Servicing Agreement provides that Freddie Mac and its directors, officers, employees and agents will not be liable for any action taken or omitted in good faith under the Pooling and Servicing Agreement or for errors in judgment. However, Freddie Mac will not be protected against any liability imposed by reason of willful misfeasance, bad faith, fraud or negligence or by reason of negligent disregard of obligations and duties.

Freddie Mac may employ agents or independent contractors to perform our responsibilities under the Pooling and Servicing Agreement. As Trustee, we may also provide the Servicer and vendors with a limited power of attorney to take certain actions for the Trust.

Freddie Mac, in its capacities as Trustee, Seller and Guarantor, will not be subject to the control of Certificateholders in any manner in the discharge of its responsibilities under the Pooling and Servicing Agreement. Freddie Mac will have no liability to you other than for any direct damage resulting from our failure to exercise that degree of ordinary care that we exercise in the conduct and management of our own affairs. We will have no liability of any nature for consequential damages.

Amendment

The Pooling and Servicing Agreement may be amended from time to time by the mutual agreement of the parties thereto, without the consent of any of the Certificateholders:

(i) to cure any ambiguity or to correct any provision therein if the amendment does not materially or adversely affect any Certificateholder;

(ii) to correct, modify or supplement any provision therein which may be inconsistent with this Offering Circular or the private placement memorandum pursuant to which some or all of the Non-Guaranteed Certificates may be offered;

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

(iv) to make any other provisions with respect to matters or questions arising thereunder which are not inconsistent with the then existing provisions thereof;

(v) as evidenced by an opinion of counsel delivered to the Trustee, the Securities Administrator, the Servicer, the Guarantor and the Collateral Administrator, to relax or eliminate (A) any requirement thereunder imposed by the REMIC provisions (if the REMIC provisions are amended or clarified such that any such requirement may be relaxed or eliminated) or (B) any transfer restriction imposed on the Certificates pursuant to the Pooling and Servicing Agreement (if applicable law is amended or clarified such that any such restriction may be relaxed or eliminated);

(vi) as evidenced by an opinion of counsel delivered to the Trustee, the Securities Administrator, the Servicer, the Guarantor and the Collateral Administrator, either (A) to comply with any requirements imposed by the Code or any successor or amended statute or any temporary or final regulation, revenue ruling, revenue procedure or other written official announcement or interpretation relating to federal income tax laws or any such proposed action which, if made effective, would apply retroactively to any REMIC Pool at least from the effective date of such amendment, or (B) to avoid the occurrence of a prohibited transaction or to reduce the incidence of any tax that would arise from any actions taken with respect to the operation of any REMIC Pool;

(vii) to modify the procedures therein relating to Rule 15Ga-1 under the Exchange Act;

(viii) to modify, alter, amend, add to or rescind any of the provisions contained therein to comply with any rules or regulations promulgated by the SEC from time to time;

(ix) to add to Freddie Mac's covenants for Certificateholders' benefit or to surrender any right or power conferred upon Freddie Mac;

(x) to implement any Benchmark Replacement Conforming Changes; or

(xi) to evidence the succession of another entity to Freddie Mac and its assumption of Freddie Mac's covenants;

provided that no such amendment for the specific purposes described in clause (iii) or (iv) above may adversely affect in any material respect the interests of any Certificateholder or any provision of the Pooling and Servicing Agreement, as evidenced by the receipt by the Securities Administrator and the Trustee of an opinion of counsel to that effect or, alternatively, in the case of any particular Certificateholder, an acknowledgment to that effect from such person.

The Pooling and Servicing Agreement may also be amended from time to time by the mutual agreement of the parties thereto, with the written consent of the holders of Certificates entitled to at least 66⅔% of the Voting Rights allocated to each of the Classes of Certificates that are materially affected by the amendment, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of such agreement or of modifying in any manner the rights of the holders of Certificates; *provided, however,* that no such amendment may:

(i) reduce in any manner the amount of, or delay the timing of, payments received or advanced on Mortgage Loans and/or REO properties which are required to be distributed on any Certificate, without the consent of the holder of such Certificate;

(ii) 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 (i) above, without the consent of the holders of all Certificates of such Class;

(iii) modify the provisions therein allowing for amendments to such agreement, without the consent of the holders of all Certificates then outstanding;

(iv) modify the obligations therein of the Guarantor under the Guarantee or Mandatory Guarantor Repurchase Obligation;

(v) change the Stated Final Distribution Date or any monthly Distribution Date of the Certificates;

(vi) reduce the Class Principal Amount (other than as provided for in such agreement), delay the principal distribution of (other than as provided for in such agreement), or materially modify the rate of interest or the calculation of the rate of interest on, the Certificates;

(vii) reduce the percentage of Certificateholders whose consent or affirmative vote is necessary to amend the terms of the Certificates; or

(viii) significantly change the activities of the Trust.

Notwithstanding anything herein to the contrary (except as contemplated by clause (iv) of the previous sentence), for purposes of the giving or withholding of consents pursuant to the previous sentence, Certificates registered in the name of the Freddie Mac, or any affiliate of Freddie Mac, will be entitled to the same rights to vote with respect to the matters described above as they would if registered in the name of any other person. Additionally, notwithstanding these rights, no amendment to the Pooling and Servicing Agreement and the terms of the Certificates may be made unless the Trustee and Securities Administrator have received an opinion of nationally-recognized U.S. federal income tax counsel to the effect that, and subject to customary assumptions, qualifications and exclusions, (i) such amendment will not result in an Adverse REMIC Event and (ii) Certificateholders will not recognize any adverse tax consequences as a result of such amendment and the Trustee and Security Administrator each receives an opinion that such proposed amendment is authorized or permitted pursuant to the terms of the Pooling and Servicing Agreement. An **"Adverse REMIC Event"** is either (a) a loss of status as a REMIC within the meaning of Section 860D of the Code for any group of assets identified in that agreement as a REMIC, or (b) the imposition of any tax, including the tax imposed under Section 860F(a)(1) of the Code on prohibited transactions, and the tax imposed under Section 860G(d) of the Code on certain contributions to a REMIC, on any REMIC created under that agreement to the extent such tax would be payable from assets held as part of the Trust. In addition, no amendment to the Pooling and Servicing Agreement will affect the rights, fees or other amounts payable to any party to a transaction document related to the Trust or increase the duties or obligations of any party to such transaction document without such party's prior written consent.

A quorum at any meeting of Certificateholders called to adopt a resolution will be Certificateholders entitled to vote a majority of the Voting Rights of each Class of Certificates at the time outstanding. At any reconvened meeting adjourned for lack of a quorum, a quorum will be achieved with 25% of the Voting Rights of each Class of Certificates at the time outstanding. In both cases, this will exclude any Certificates owned by Freddie Mac (except (i) where Freddie Mac owns the entire Class of each Class of Certificates affected by such resolution, or (ii) in matters pertaining to (a) a Servicer Event of Default or (b) a proposed amendment to the Pooling and Servicing Agreement, each as described therein), but will not prevent the Guarantor from exercising its right to vote with respect to any Guaranteed Certificates. See *"Risk Factors — Investment Factors and Risks Related to the Certificates — Investors Have No Direct Right to Enforce Remedies"*.

As provided in the Pooling and Servicing Agreement, the Trustee is required to establish a record date for the determination of Certificateholders entitled to vote at any meeting of Certificateholders, to grant any consent regarding Certificates and for the purpose of providing notice of any such meeting or consent. The Trustee is required to provide to the Securities Administrator, (i) notice of the related record date and (ii) a notice

describing the matter to be voted on by the Certificateholders, and the Securities Administrator is required to then promptly (x) forward such notice to the Certificateholders and (y) forward any responses it receives to the Trustee.

Any instrument given by a Certificateholder relating to a consent will be irrevocable once given and will be conclusive and binding on all subsequent Certificateholders of that Certificate or any substitute or replacement Certificate, and whether or not notation of any amendment is made upon the Certificates. Any amendment of the Pooling and Servicing Agreement or of the terms of Certificates will be conclusive and binding on all Certificateholders of those Certificates, whether or not they have given such consent or were present at any meeting (unless by the terms of the Pooling and Servicing Agreement a written consent or an affirmative vote of such Certificateholders is otherwise required), and whether or not notation of any such amendment is made upon the Certificates.

Notice

Any notice, demand or other communication which is required or permitted to be delivered to us must be given in writing addressed as follows: Freddie Mac, 8200 Jones Branch Drive, McLean, Virginia 22102, Attention: General Counsel and Secretary, RE: SLST 2020-2. The communication will be deemed to have been sufficiently given or made only upon actual receipt of the writing by us.

Governing Law

The Pooling and Servicing Agreement and the rights and obligations of Certificateholders and Freddie Mac with respect to the Certificates are to be interpreted under the federal laws of the United States. If there is no applicable U.S. federal law precedent, and if the application of New York law would not frustrate the purposes of the Freddie Mac Act or any provision of the Pooling and Servicing Agreement or the transactions governed by the Pooling and Servicing Agreement, then the local laws of the State of New York will be deemed to reflect the federal laws of the United States.

PREPAYMENT AND YIELD CONSIDERATIONS

Realized Losses

The amount and timing of Realized Losses on the Mortgage Loans will affect the yield on the Certificates. To the extent that Realized Losses are allocated as Certificate Writedown Amounts to a Class of Certificates, the Class Principal Amount of such Class of Certificates will be reduced, without any corresponding distribution of principal, by the amount of such Certificate Writedown Amounts, as described under *"Description of the Certificates — Distribution of Available Funds — Reductions in Class Principal Amounts Due to Allocation of Certificate Writedown Amounts"*. Realized Losses (including, but not limited to, Realized Losses resulting from modifications) can be caused by, but are not limited to, mortgagor mismanagement of credit and unforeseen events. The rate of delinquencies on re-performing Mortgage Loans may be higher than for other types of Mortgage Loans. Furthermore, the rate and timing of any Realized Losses on the Mortgage Loans will be affected by the general economic condition of the region of the country in which the related mortgaged properties are located. See *"Risk Factors — Risks Relating to the Mortgage Loans — Geographic Concentration May Increase Risk of Losses Due to Adverse Economic Conditions or Natural Disasters"*. The risk of Realized Losses is greater and prepayments are less likely in regions where a weak or deteriorating economy exists, as may be evidenced by, among other factors, increasing unemployment or falling property values. The yield on any Class of Certificates and the rate and timing of Realized Losses on the Mortgage Loans may also be affected by servicing decisions by the Servicer.

Prepayment Considerations and Risks

The rate of principal distributions on the Certificates and the yield to maturity of Certificates purchased at a price other than par are directly related to the rate and timing of payments of principal on the Mortgage Loans. The principal payments on the Mortgage Loans may be in the form of scheduled principal or unscheduled principal. Any unscheduled principal may result in distributions to an investor of amounts that would otherwise be distributed over the remaining term of the Mortgage Loans.

The rate at which the Mortgage Loans in general prepay may be influenced by a number of factors, including general economic conditions, mortgage market interest rates, availability of mortgage funds, the value of the mortgaged property, solicitations, Servicer decisions and homeowner mobility.

- In general, if prevailing mortgage rates fall significantly below the mortgage rates on the Mortgage Loans, the Mortgage Loans are likely to prepay at higher rates than if prevailing mortgage interest rates remain at or above the mortgage rates on the Mortgage Loans.
- Conversely, if prevailing mortgage rates rise above the mortgage rates on the Mortgage Loans, the rate of prepayment would be expected to decrease.

The timing of changes in the rate of prepayments may significantly affect an investor's actual yield to maturity, even if the average rate of principal prepayments is consistent with an investor's expectations. In general, the earlier the payment of principal of the Mortgage Loans the greater the effect on an investor's yield to maturity. As a result, the effect on investors' yield due to principal prepayments occurring at a rate higher (or lower) than the rate investors anticipate during the period immediately following the issuance of the Certificates may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. Prospective investors should also consider the risk, in the case of a Certificate (other than the Interest Only or Class XS Certificates) purchased at a discount that a slower than anticipated rate of payments in respect of principal (including prepayments) on the Mortgage Loans will have a negative effect on the yield to maturity of such Certificate. Prospective investors should also consider the risk, in the case of the Class XS Certificates, Interest Only Certificates or a Certificate purchased at a premium, that a faster than anticipated rate of payments in respect of principal (including prepayments) on the Mortgage Loans will have a negative effect on the yield to maturity of such Certificate. Prospective investors must make decisions as to the appropriate prepayment assumptions to be used in deciding whether to purchase Certificates.

A mortgagor may make a full or partial prepayment on a Mortgage Loan at any time without paying a penalty. A mortgagor may fully prepay a Mortgage Loan for several reasons, including an early payoff, a sale of the related mortgaged property or a refinancing of the Mortgage Loan. A mortgagor who makes a partial prepayment of principal may request that the monthly principal and interest installments be recalculated, provided that the monthly payments are current. Any recalculation of payments must be documented by a modification agreement. The recalculated payments cannot result in an extended maturity date or a change in the interest rate. In addition, the repurchase of a Mortgage Loan (or the payment of a Loss Indemnification Amount) by the Seller has the same effect on the Mortgage Loan as a prepayment. As such, the rate and timing of repurchases (and any such indemnification payments) will also affect the yield on the Certificates.

Furthermore, to the extent any Certificate Writedown Amounts are allocated to reduce the Class Principal Amount of the Guaranteed Certificates, the Guarantor is required to make a Guarantor Principal Payment. Any such Guarantor Principal Payments will have the same effect as principal prepayments on the Mortgage Loans distributed to Guaranteed Certificates.

The majority of the Mortgage Loans include "due-on-sale" clauses, which allow the holder of such Mortgage Loans to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such Mortgage Loan.

Assumptions Relating to the Tables

The tables on the following pages have been prepared on the basis of the following assumptions (the **"Modeling Assumptions"**):

(a) characteristics of the Mortgage Loans are as set forth in the data tape related to the Mortgage Loans (as of the Cut-Off Date);

(b) the scheduled monthly payment for each Mortgage Loan is based on its outstanding Interest Bearing Unpaid Principal Balance, current mortgage rate and remaining term to maturity so that it will fully amortize in amounts sufficient for the repayment thereof over its remaining term to maturity;

(c) each monthly payment of scheduled principal and interest on the Mortgage Loans is timely received on the last day of each month beginning in September 2020;

(d) no Mortgage Loans are purchased, substituted, or removed;

(e) there are no modifications in connection with the Mortgage Loans after the Cut-Off Date;

(f) the Initial Principal Forbearance Amounts are not amortized and do not accrue interest but can be prepaid or defaulted; any such amounts that are not prepaid or defaulted are paid in full at maturity;

(g) each Mortgage Loan with a step-rate will increase its mortgage rate on the date(s) identified on the data tape, with such date(s) adjusted to account for any monthly mortgage payments made by the borrower in advance or any monthly payments that are delinquent as of the Cut-Off Date;

(h) each Mortgage Loan with an adjustable rate will adjust its mortgage rate on the next applicable reset date, determined according to its ARM initial rate reset date, due date of next payment and ARM subsequent rate reset frequency as identified on the data tape; in addition, no adjustment results in a rate that is less than its ARM Life Rate Minimum, or zero if not identified on the data tape;

(i) there are no Servicing Advances or Pre-Existing Servicing Advances;

(j) there are no indemnification amounts or servicing remedies owed;

(k) there are no Subsequent Recoveries related to the Mortgage Loans;

(l) the aggregate of the Servicing Fee Rate and Collateral Administrator Fee Rate is 0.3750% per annum; the Guarantor Oversight Fee Rate is 0.0500% per annum until and including the Guarantee Expiration Date; the Securities Administrator Fee Rate is 0.0085% per annum, subject to a monthly minimum Securities Administrator Fee of $3,500; the Custodian Fee Rate is 0.0065% per annum multiplied by a fraction, the numerator of which is (i) the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans (as of the first day of the Collection Period) and the denominator of which is (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans (as of the first day of the Collection Period); the Excess Servicing Fee Rate is 0.0000% per annum; and all other fees and expenses are assumed to be zero;

(m) the Certificates are issued on September 29, 2020; the initial accrual period begins for the Class AF Certificates for modeling purposes on September 25, 2020; starting on the Distribution Date in October 2030, the Class Coupon for the Class AF Certificates will be the lesser of (i) One-Month LIBOR + 2.000% and (ii) 7.000%;

(n) distributions on the Certificates are received on the twenty-fifth (25th) day of each month beginning in October 2020;

(o) for the applicable Optional Redemption or Clean-up Call, the sum of the Redemption Price and the Optional Redemption Payment, or the Clean-up Call Purchase Price is equal to the aggregate Unpaid Principal Balance of the Mortgage Loans at the end of the related Collection Period; and any accrued and unpaid Current Interest on the Certificates, plus, in the case of an Optional Redemption, any applicable premium amount above par on the Class AF Certificates, and any residual cash flow is assumed to pay the Class B Certificates as interest;

(p) there are no Loan Sale Proceeds or Mortgage Insurance Proceeds;

(q) the Non-Current Mortgage Loan Percentage Trigger is not breached;

(r) One-Month LIBOR is assumed to remain constant at 0.15100% per annum; Six-Month LIBOR is assumed to remain constant at 0.28500% per annum; One-Year LIBOR is assumed to remain constant at 0.41500% per annum; One-Year CMT is assumed to remain constant at 0.14000% per annum; One-Year MTA is assumed to remain constant at 0.88300% per annum; 11th District COFI is assumed to remain constant at 0.65300% per annum;

(s) no Guarantor Nonpayment Event exists;

(t) there is a Majority Representative;

(u) prepayments representing payments in full of each Mortgage Loan are received on the last day of each month commencing in September 2020 and are computed with no shortfalls in interest collections; and

(v) there are no advances of principal or interest on any Mortgage Loan.

Although the characteristics of the Mortgage Loans for the tables have been prepared on the basis of the characteristics of the Mortgage Loans, there is no assurance that the Modeling Assumptions will reflect the actual characteristics or performance of the Mortgage Loans or that the performance of the Certificates will conform to the results set forth in the tables.

Weighted Average Lives of the Certificates

Weighted average life of a Class of Certificates refers to the average amount of time that will elapse from the date of issuance of such Class of Certificates until its Class Principal Amount or Class Notional Amount is reduced to zero. The weighted average lives of the Certificates will be influenced by, among other things, the rate at which principal of the Mortgage Loans is actually paid by the related mortgagor, which may be in the form of scheduled amortization or prepayments, any HAMP incentive payments made on behalf of the mortgagor, the Repurchase Price or Loss Indemnification Amounts paid by the Seller in connection with Material Breaches with respect to the Mortgage Loans, Servicing Remedy Amounts paid by the Servicer, the timing of changes in such rate of principal payments and repurchases and indemnification payments and the timing and rate of allocation of Certificate Writedown Amounts and Certificate Writeup Amounts to the Certificates. The interaction of the foregoing factors may have different effects on each Class of Certificates and the effects on any such Class may vary at different times during the life of such Class. Accordingly, no assurance can be given as to the weighted average life of any Class of Certificates.

Prepayments on mortgage loans are commonly measured relative to a constant prepayment standard or model. The model used in this Offering Circular for the Mortgage Loans is CPR. CPR assumes that the outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate. In projecting monthly cashflows, this annual rate is converted to an equivalent monthly rate.

CPR does not purport to be either a historical description of the prepayment experience of mortgage loans or a prediction of the anticipated rate of prepayment of any mortgage loans, including the Mortgage Loans. The percentages of CPR in the tables below do not purport to be historical correlations of relative prepayment experience of the Mortgage Loans or predictions of the anticipated relative rate of prepayment of the Mortgage Loans. Variations in the prepayment experience and the number of Mortgage Loans that prepay may increase or decrease the percentages of initial Class Principal Amounts (and weighted average lives) shown in the Declining Balances Tables below. Such variations may occur even if the average prepayment experience of all such Mortgage Loans equals any of the specified percentages of CPR.

When a Mortgage Loan defaults and experiences a Realized Loss, it will incur a loss severity. The loss severity is calculated by dividing the Realized Loss by the Unpaid Principal Balance of the related Mortgage Loan at liquidation (the **"Loss Severity"**). A Loss Severity of 30% assumes that 30% of the Unpaid Principal Balance of the Mortgage Loan in default is not recovered at liquidation. Any Loss Severity assumption used herein does not purport to be a prediction of the anticipated Loss Severity on the Mortgage Loans. The rate and extent of Realized Losses experienced on the Mortgage Loans are likely to differ from those assumed and may differ significantly. Further, it is unlikely the Mortgage Loans will incur Realized Losses at any specified Loss Severity rate.

It is unlikely that the Mortgage Loans will prepay or experience Realized Losses at any of the rates specified or at the times assumed or that Realized Losses will be incurred according to one particular pattern. The Cumulative Realized Losses Table below assumes the Mortgage Loans incur a constant rate of defaults each month relative to the then outstanding Unpaid Principal Balance of the Mortgage Loans. The CDR does not purport to be a prediction of the anticipated rate of default on the Mortgage Loans. The rate and extent of actual defaults experienced on the Mortgage Loans are likely to differ from those assumed and may differ significantly. A rate of 1% CDR assumes defaults occur on Mortgage Loans at an annual rate of 1%, which remains in effect through the remaining lives of such Mortgage Loans. Further, it is unlikely the Mortgage Loans will default at any specified percentage of CDR.

The Declining Balances Tables, Weighted Average Life to Maturity Tables, Weighted Average Life to Redemption Tables, Cumulative Realized Losses Table and Yield Tables have been prepared on the basis of the Modeling Assumptions described above under *"— Assumptions Relating to the Tables"*. There may be discrepancies between the characteristics of the actual Mortgage Loans and the characteristics of the

representative mortgage loans assumed in preparing the Declining Balances Tables, Weighted Average Life to Maturity Tables, Weighted Average Life to Redemption Tables, Cumulative Realized Losses Table and Yield Tables. Any such discrepancy may have an effect upon the percentages of initial Class Principal Amounts outstanding set forth in the Declining Balances Tables (and the weighted average lives of the Certificates set forth in the Declining Balances Tables). In addition, to the extent that the Mortgage Loans have characteristics that differ from those assumed in preparing the following Declining Balances Tables, the Class Principal Amount of a Class of Certificates could be reduced to zero earlier or later than indicated by the applicable Declining Balances Table.

Furthermore, the information contained in the Declining Balances Tables with respect to the weighted average life of any Certificate is not necessarily indicative of the weighted average life of that Class of Certificates that might be calculated or projected under different or varying prepayment assumptions.

It is not likely that all of the Mortgage Loans will have the interest rates or remaining terms to maturity assumed or that the Mortgage Loans will prepay at the indicated CPR percentages. In addition, the diverse remaining terms to maturity of the Mortgage Loans could produce slower or faster reductions of the Class Principal Amounts than indicated in the Declining Balances Tables at the various CPR percentages specified.

Declining Balances Tables

Based upon the Modeling Assumptions, the following Declining Balances Tables indicate the projected weighted average lives of each Class of Guaranteed Certificates and sets forth the percentages of the initial Class Principal Amount of each Class that would be outstanding after each of the dates shown at various CPR percentages.

Percentages of Initial Class Principal Amount and Weighted Average Lives

	Class A, AB, AC, AD, AE and AG					
	CPR Prepayment Assumption					
Date	0%	5%	10%	15%	20%	25%
Closing Date	100	100	100	100	100	100
September 25, 2021	97	91	84	78	72	67
September 25, 2022	94	82	71	63	56	49
September 25, 2023	90	73	62	52	44	36
September 25, 2024	87	68	55	44	34	26
September 25, 2025	83	63	48	36	27	19
September 25, 2026	80	58	42	30	21	14
September 25, 2027	77	54	37	25	16	10
September 25, 2028	75	49	32	20	13	7
September 25, 2029	72	46	28	17	10	5
September 25, 2030	0	0	0	0	0	0
Weighted Average Life (years) to Maturity Date	8.40	6.55	5.22	4.22	3.45	2.87

	Class AF					
	CPR Prepayment Assumption					
Date	0%	5%	10%	15%	20%	25%
Closing Date	100	100	100	100	100	100
September 25, 2021	97	91	84	78	72	67
September 25, 2022	94	82	71	63	56	49
September 25, 2023	90	73	62	52	44	36
September 25, 2024	87	68	55	44	34	26
September 25, 2025	83	63	48	36	27	19
September 25, 2026	80	58	42	30	21	14
September 25, 2027	77	54	37	25	16	10
September 25, 2028	75	49	32	20	13	7
September 25, 2029	72	46	28	17	10	5
September 25, 2030	70	42	24	14	7	4
September 25, 2031	65	36	19	10	5	2
September 25, 2032	61	31	15	7	3	1
September 25, 2033	57	27	12	4	1	*
September 25, 2034	52	22	8	2	*	0
September 25, 2035	48	18	6	1	0	0
September 25, 2036	44	15	3	0	0	0
September 25, 2037	40	12	1	0	0	0
September 25, 2038	37	9	0	0	0	0
September 25, 2039	34	6	0	0	0	0
September 25, 2040	31	4	0	0	0	0
September 25, 2041	28	2	0	0	0	0
September 25, 2042	25	0	0	0	0	0
September 25, 2043	22	0	0	0	0	0
September 25, 2044	18	0	0	0	0	0
September 25, 2045	15	0	0	0	0	0
September 25, 2046	12	0	0	0	0	0
September 25, 2047	9	0	0	0	0	0
September 25, 2048	5	0	0	0	0	0
September 25, 2049	1	0	0	0	0	0
September 25, 2050 and after	0	0	0	0	0	0
Weighted Average Life (years) to Maturity Date	14.81	8.60	6.00	4.54	3.59	2.92

Date	Class A-1, A-1B, A-1C, A-1D, A-1E and A-1G CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date	100	100	100	100	100	100
September 25, 2021	96	87	79	70	62	56
September 25, 2022	91	75	61	51	41	32
September 25, 2023	87	64	50	37	25	15
September 25, 2024	83	57	40	25	12	2
September 25, 2025	78	51	31	15	2	0
September 25, 2026	73	44	23	6	0	0
September 25, 2027	69	38	16	0	0	0
September 25, 2028	66	33	9	0	0	0
September 25, 2029	63	27	4	0	0	0
September 25, 2030	0	0	0	0	0	0
Weighted Average Life (years) to Maturity Date	7.87	5.40	3.63	2.54	1.93	1.53

Date	Class A-2, A-2B, A-2C, A-2D, A-2E and A-2G CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date	100	100	100	100	100	100
September 25, 2021	100	100	100	100	100	100
September 25, 2022	100	100	100	100	100	100
September 25, 2023	100	100	100	100	100	100
September 25, 2024	100	100	100	100	100	100
September 25, 2025	100	100	100	100	100	77
September 25, 2026	100	100	100	100	83	56
September 25, 2027	100	100	100	99	65	41
September 25, 2028	100	100	100	81	50	30
September 25, 2029	100	100	100	67	39	22
September 25, 2030	0	0	0	0	0	0
Weighted Average Life (years) to Maturity Date	9.99	9.99	9.99	9.25	8.04	6.86

Weighted Average Life to Maturity Tables

Based upon the Modeling Assumptions, the following Weighted Average Life to Maturity Tables indicate the projected weighted average lives in years of each Class of Guaranteed Certificates shown at various CPR percentages, CDR percentages and a 30% Loss Severity.

Class A, AB, AC, AD, AE and AG Weighted Average Life to Maturity (years)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	8.40	7.21	6.25	5.45	4.79
3.0%	7.38	6.34	5.53	4.86	4.29
6.0%	6.50	5.60	4.91	4.34	3.86
9.0%	5.77	4.97	4.38	3.89	3.48
12.0%	5.15	4.43	3.92	3.51	3.16

Class AF Weighted Average Life to Maturity (years)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	14.81	10.37	7.92	6.39	5.33
3.0%	11.27	8.35	6.63	5.49	4.67
6.0%	8.76	6.84	5.62	4.76	4.11
9.0%	7.15	5.74	4.83	4.17	3.65
12.0%	6.10	4.91	4.21	3.69	3.27

Class A-1, A-1B, A-1C, A-1D, A-1E and A-1G Weighted Average Life to Maturity (years)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	7.87	6.28	5.00	3.94	3.11
3.0%	6.50	5.12	4.04	3.19	2.61
6.0%	5.34	4.13	3.26	2.67	2.25
9.0%	4.36	3.34	2.72	2.29	1.97
12.0%	3.57	2.80	2.33	2.00	1.75

Class A-2, A-2B, A-2C, A-2D, A-2E and A-2G Weighted Average Life to Maturity (years)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	9.99	9.99	9.99	9.99	9.82
3.0%	9.99	9.99	9.99	9.85	9.32
6.0%	9.99	9.99	9.86	9.36	8.70
9.0%	9.99	9.85	9.36	8.72	8.04
12.0%	9.89	9.32	8.70	8.04	7.40

Weighted Average Life to Redemption Tables

Based upon the Modeling Assumptions, the following Weighted Average Life to Redemption Tables indicate the projected weighted average lives in years of each Class of Guaranteed Certificates shown at various CPR percentages, and Redemption Dates.

Weighted Average Life to 4 Year Redemption Date (years)

	CPR Prepayment Assumption					
Class	0%	5%	10%	15%	20%	25%
A-1	3.65	3.06	2.60	2.20	1.85	1.53
A-1B	3.65	3.06	2.60	2.20	1.85	1.53
A-1C	3.65	3.06	2.60	2.20	1.85	1.53
A-1D	3.65	3.06	2.60	2.20	1.85	1.53
A-1E	3.65	3.06	2.60	2.20	1.85	1.53
A-1G	3.65	3.06	2.60	2.20	1.85	1.53
A-2	3.99	3.99	3.99	3.99	3.99	3.99
A-2B	3.99	3.99	3.99	3.99	3.99	3.99
A-2C	3.99	3.99	3.99	3.99	3.99	3.99
A-2D	3.99	3.99	3.99	3.99	3.99	3.99
A-2E	3.99	3.99	3.99	3.99	3.99	3.99
A-2G	3.99	3.99	3.99	3.99	3.99	3.99
A	3.74	3.29	2.95	2.65	2.38	2.14
AB	3.74	3.29	2.95	2.65	2.38	2.14
AC	3.74	3.29	2.95	2.65	2.38	2.14
AD	3.74	3.29	2.95	2.65	2.38	2.14
AE	3.74	3.29	2.95	2.65	2.38	2.14
AG	3.74	3.29	2.95	2.65	2.38	2.14
AF	3.74	3.29	2.95	2.65	2.38	2.14

Weighted Average Life to 5 Year Redemption Date (years)

	CPR Prepayment Assumption					
Class	0%	5%	10%	15%	20%	25%
A-1	4.46	3.60	2.95	2.40	1.92	1.53
A-1B	4.46	3.60	2.95	2.40	1.92	1.53
A-1C	4.46	3.60	2.95	2.40	1.92	1.53
A-1D	4.46	3.60	2.95	2.40	1.92	1.53
A-1E	4.46	3.60	2.95	2.40	1.92	1.53
A-1G	4.46	3.60	2.95	2.40	1.92	1.53
A-2	4.99	4.99	4.99	4.99	4.99	4.90
A-2B	4.99	4.99	4.99	4.99	4.99	4.90
A-2C	4.99	4.99	4.99	4.99	4.99	4.90
A-2D	4.99	4.99	4.99	4.99	4.99	4.90
A-2E	4.99	4.99	4.99	4.99	4.99	4.90
A-2G	4.99	4.99	4.99	4.99	4.99	4.90
A	4.59	3.95	3.46	3.05	2.69	2.37
AB	4.59	3.95	3.46	3.05	2.69	2.37
AC	4.59	3.95	3.46	3.05	2.69	2.37
AD	4.59	3.95	3.46	3.05	2.69	2.37
AE	4.59	3.95	3.46	3.05	2.69	2.37
AG	4.59	3.95	3.46	3.05	2.69	2.37
AF	4.59	3.95	3.46	3.05	2.69	2.37

Weighted Average Life to 7 Year Redemption Date (years)

Class	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
A-1	5.93	4.49	3.42	2.54	1.93	1.53
A-1B	5.93	4.49	3.42	2.54	1.93	1.53
A-1C	5.93	4.49	3.42	2.54	1.93	1.53
A-1D	5.93	4.49	3.42	2.54	1.93	1.53
A-1E	5.93	4.49	3.42	2.54	1.93	1.53
A-1G	5.93	4.49	3.42	2.54	1.93	1.53
A-2	6.99	6.99	6.99	6.99	6.67	6.06
A-2B	6.99	6.99	6.99	6.99	6.67	6.06
A-2C	6.99	6.99	6.99	6.99	6.67	6.06
A-2D	6.99	6.99	6.99	6.99	6.67	6.06
A-2E	6.99	6.99	6.99	6.99	6.67	6.06
A-2G	6.99	6.99	6.99	6.99	6.67	6.06
A	6.19	5.12	4.31	3.65	3.11	2.66
AB	6.19	5.12	4.31	3.65	3.11	2.66
AC	6.19	5.12	4.31	3.65	3.11	2.66
AD	6.19	5.12	4.31	3.65	3.11	2.66
AE	6.19	5.12	4.31	3.65	3.11	2.66
AG	6.19	5.12	4.31	3.65	3.11	2.66
AF	6.19	5.12	4.31	3.65	3.11	2.66

Weighted Average Life to 10 Year Redemption Date (years)

Class	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
A-1	7.87	5.40	3.63	2.54	1.93	1.53
A-1B	7.87	5.40	3.63	2.54	1.93	1.53
A-1C	7.87	5.40	3.63	2.54	1.93	1.53
A-1D	7.87	5.40	3.63	2.54	1.93	1.53
A-1E	7.87	5.40	3.63	2.54	1.93	1.53
A-1G	7.87	5.40	3.63	2.54	1.93	1.53
A-2	9.99	9.99	9.99	9.25	8.04	6.86
A-2B	9.99	9.99	9.99	9.25	8.04	6.86
A-2C	9.99	9.99	9.99	9.25	8.04	6.86
A-2D	9.99	9.99	9.99	9.25	8.04	6.86
A-2E	9.99	9.99	9.99	9.25	8.04	6.86
A-2G	9.99	9.99	9.99	9.25	8.04	6.86
A	8.40	6.55	5.22	4.22	3.45	2.87
AB	8.40	6.55	5.22	4.22	3.45	2.87
AC	8.40	6.55	5.22	4.22	3.45	2.87
AD	8.40	6.55	5.22	4.22	3.45	2.87
AE	8.40	6.55	5.22	4.22	3.45	2.87
AG	8.40	6.55	5.22	4.22	3.45	2.87
AF	8.40	6.55	5.22	4.22	3.45	2.87

Yield Considerations with Respect to the Certificates

The weighted average life of, and the yield to maturity on, the Guaranteed Certificates will be sensitive to the rate and timing of prepayments and Realized Losses on the Mortgage Loans. If the actual rate of Realized Losses on the Mortgage Loans is higher than those assumed by prospective investors, the actual yield to maturity of a Certificate may be lower than the expected yield. The timing of prepayments and Realized Losses on the Mortgage Loans may also affect prospective investors' actual yield to maturity, even if the rate of Realized Losses is consistent with prospective investors' expectations.

Cumulative Realized Losses Table

Based upon the Modeling Assumptions, the following Cumulative Realized Losses Table indicates the projected cumulative Realized Losses as a percentage of the aggregate Unpaid Principal Balance of the Mortgage Loans as of the Cut-Off Date shown at various CPR percentages, CDR percentages and a 30% Loss Severity.

Cumulative Realized Losses (as a % of Aggregate Cut-Off Date Balance)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	0.00%	0.00%	0.00%	0.00%	0.00%
3.0%	12.70%	9.48%	7.38%	5.96%	4.95%
6.0%	19.08%	14.98%	12.16%	10.14%	8.64%
9.0%	22.51%	18.41%	15.44%	13.20%	11.47%
12.0%	24.50%	20.69%	17.79%	15.53%	13.72%

Yield Tables

Based upon the Modeling Assumptions, the following tables show pre-tax yields to maturity (corporate bond equivalent) of each Class of Guaranteed Certificates at the indicated assumed prices plus accrued interest, and at various CPR percentages, CDR percentages, and a 30% Loss Severity.

Class A Pre-Tax Yield to Maturity (Assumed Price = 107.27344%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.79%	1.64%	1.49%	1.31%	1.13%
3.0%	1.67%	1.50%	1.33%	1.15%	0.95%
6.0%	1.53%	1.35%	1.17%	0.97%	0.77%
9.0%	1.39%	1.18%	0.99%	0.79%	0.57%
12.0%	1.24%	1.01%	0.80%	0.59%	0.36%

Class AB Pre-Tax Yield to Maturity (Assumed Price = 104.93750%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.60%	1.50%	1.39%	1.27%	1.14%
3.0%	1.52%	1.40%	1.29%	1.16%	1.02%
6.0%	1.42%	1.30%	1.17%	1.04%	0.89%
9.0%	1.32%	1.18%	1.05%	0.91%	0.76%
12.0%	1.22%	1.06%	0.92%	0.77%	0.61%

Class AC Pre-Tax Yield to Maturity (Assumed Price = 104.00213%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.48%	1.39%	1.30%	1.21%	1.10%
3.0%	1.41%	1.31%	1.22%	1.11%	1.00%
6.0%	1.33%	1.23%	1.12%	1.01%	0.90%
9.0%	1.25%	1.13%	1.02%	0.91%	0.79%
12.0%	1.16%	1.04%	0.92%	0.79%	0.67%

Class AD Pre-Tax Yield to Maturity (Assumed Price = 102.85338%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.38%	1.32%	1.25%	1.18%	1.11%
3.0%	1.33%	1.26%	1.19%	1.12%	1.03%
6.0%	1.27%	1.20%	1.12%	1.04%	0.96%
9.0%	1.21%	1.13%	1.05%	0.96%	0.88%
12.0%	1.15%	1.06%	0.97%	0.88%	0.79%

Class AE Pre-Tax Yield to Maturity (Assumed Price = 101.47656%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.30%	1.27%	1.24%	1.20%	1.16%
3.0%	1.28%	1.24%	1.20%	1.16%	1.12%
6.0%	1.25%	1.21%	1.17%	1.12%	1.08%
9.0%	1.22%	1.17%	1.13%	1.08%	1.04%
12.0%	1.18%	1.13%	1.09%	1.04%	0.99%

Class AF Pre-Tax Yield to Maturity (Assumed Price = 106.50000%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	2.00%	1.88%	1.73%	1.57%	1.40%
3.0%	1.91%	1.76%	1.60%	1.43%	1.24%
6.0%	1.79%	1.62%	1.45%	1.26%	1.07%
9.0%	1.66%	1.47%	1.28%	1.09%	0.89%
12.0%	1.52%	1.30%	1.11%	0.91%	0.70%

Class AG Pre-Tax Yield to Maturity (Assumed Price = 100.15625%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.22%	1.22%	1.21%	1.21%	1.20%
3.0%	1.22%	1.21%	1.21%	1.20%	1.19%
6.0%	1.21%	1.21%	1.20%	1.20%	1.19%
9.0%	1.21%	1.20%	1.20%	1.19%	1.18%
12.0%	1.20%	1.20%	1.19%	1.18%	1.17%

Class A-IO Pre-Tax Yield to Maturity (Assumed Price = 17.67188%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	15.82%	12.14%	8.65%	5.21%	1.76%
3.0%	12.85%	9.08%	5.58%	2.17%	(1.24)%
6.0%	9.82%	5.97%	2.47%	(0.92)%	(4.29)%
9.0%	6.82%	2.83%	(0.68)%	(4.05)%	(7.39)%
12.0%	3.85%	(0.33)%	(3.88)%	(7.23)%	(10.54)%

Class A-1IO Pre-Tax Yield to Maturity (Assumed Price = 12.50000%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	26.13%	20.29%	14.22%	7.32%	(1.06)%
3.0%	21.60%	15.13%	8.19%	(0.01)%	(8.90)%
6.0%	16.58%	9.10%	0.81%	(7.98)%	(17.17)%
9.0%	10.94%	1.83%	(7.22)%	(16.39)%	(25.75)%
12.0%	4.41%	(5.86)%	(15.61)%	(25.09)%	(34.52)%

Class A-2IO Pre-Tax Yield to Maturity (Assumed Price = 33.18750%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	3.67%	3.67%	3.67%	3.67%	3.35%
3.0%	3.67%	3.67%	3.67%	3.42%	2.34%
6.0%	3.67%	3.67%	3.43%	2.42%	0.88%
9.0%	3.67%	3.42%	2.42%	0.93%	(0.92)%
12.0%	3.50%	2.34%	0.88%	(0.92)%	(3.00)%

Class A-1 Pre-Tax Yield to Maturity (Assumed Price = 106.28125%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.86%	1.65%	1.39%	1.06%	0.64%
3.0%	1.69%	1.42%	1.10%	0.69%	0.26%
6.0%	1.48%	1.13%	0.73%	0.31%	(0.12)%
9.0%	1.21%	0.78%	0.35%	(0.07)%	(0.51)%
12.0%	0.90%	0.42%	(0.02)%	(0.46)%	(0.90)%

Class A-1B Pre-Tax Yield to Maturity (Assumed Price = 104.46875%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.62%	1.47%	1.29%	1.04%	0.74%
3.0%	1.50%	1.31%	1.07%	0.78%	0.46%
6.0%	1.34%	1.10%	0.80%	0.50%	0.19%
9.0%	1.16%	0.84%	0.53%	0.22%	(0.10)%
12.0%	0.93%	0.58%	0.26%	(0.06)%	(0.38)%

Class A-1C Pre-Tax Yield to Maturity (Assumed Price = 103.79860%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.47%	1.34%	1.18%	0.97%	0.71%
3.0%	1.36%	1.20%	1.00%	0.75%	0.48%
6.0%	1.23%	1.02%	0.77%	0.51%	0.24%
9.0%	1.07%	0.80%	0.54%	0.27%	0.00%
12.0%	0.88%	0.58%	0.30%	0.03%	(0.24)%

Class A-1D Pre-Tax Yield to Maturity (Assumed Price = 102.87840%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.35%	1.25%	1.13%	0.97%	0.77%
3.0%	1.27%	1.14%	0.99%	0.79%	0.59%
6.0%	1.17%	1.00%	0.81%	0.61%	0.41%
9.0%	1.04%	0.84%	0.63%	0.43%	0.22%
12.0%	0.89%	0.67%	0.45%	0.25%	0.03%

Class A-1E Pre-Tax Yield to Maturity (Assumed Price = 101.71875%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.26%	1.20%	1.12%	1.03%	0.90%
3.0%	1.21%	1.13%	1.04%	0.92%	0.79%
6.0%	1.15%	1.05%	0.93%	0.81%	0.68%
9.0%	1.07%	0.94%	0.82%	0.70%	0.57%
12.0%	0.98%	0.84%	0.71%	0.58%	0.45%

Class A-1G Pre-Tax Yield to Maturity (Assumed Price = 100.65625%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.15%	1.13%	1.10%	1.06%	1.01%
3.0%	1.13%	1.10%	1.06%	1.01%	0.96%
6.0%	1.11%	1.07%	1.02%	0.97%	0.92%
9.0%	1.08%	1.02%	0.97%	0.92%	0.87%
12.0%	1.04%	0.98%	0.93%	0.88%	0.82%

Class A-2 Pre-Tax Yield to Maturity (Assumed Price = 110.25000%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.62%	1.62%	1.62%	1.62%	1.61%
3.0%	1.62%	1.62%	1.62%	1.61%	1.55%
6.0%	1.62%	1.62%	1.61%	1.56%	1.47%
9.0%	1.62%	1.61%	1.56%	1.48%	1.38%
12.0%	1.61%	1.55%	1.47%	1.38%	1.27%

Class A-2B Pre-Tax Yield to Maturity (Assumed Price = 106.34375%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.55%	1.55%	1.55%	1.55%	1.54%
3.0%	1.55%	1.55%	1.55%	1.54%	1.51%
6.0%	1.55%	1.55%	1.54%	1.51%	1.46%
9.0%	1.55%	1.54%	1.51%	1.46%	1.40%
12.0%	1.55%	1.51%	1.46%	1.40%	1.33%

Class A-2C Pre-Tax Yield to Maturity (Assumed Price = 104.61272%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.49%	1.49%	1.49%	1.49%	1.48%
3.0%	1.49%	1.49%	1.49%	1.49%	1.46%
6.0%	1.49%	1.49%	1.49%	1.46%	1.42%
9.0%	1.49%	1.49%	1.46%	1.42%	1.38%
12.0%	1.49%	1.46%	1.42%	1.38%	1.33%

Class A-2D Pre-Tax Yield to Maturity (Assumed Price = 102.77832%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.44%	1.44%	1.44%	1.44%	1.44%
3.0%	1.44%	1.44%	1.44%	1.44%	1.42%
6.0%	1.44%	1.44%	1.44%	1.42%	1.40%
9.0%	1.44%	1.44%	1.42%	1.40%	1.37%
12.0%	1.44%	1.42%	1.40%	1.37%	1.34%

Class A-2E Pre-Tax Yield to Maturity (Assumed Price = 100.75000%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.41%	1.41%	1.41%	1.41%	1.41%
3.0%	1.41%	1.41%	1.41%	1.41%	1.41%
6.0%	1.41%	1.41%	1.41%	1.41%	1.40%
9.0%	1.41%	1.41%	1.41%	1.40%	1.39%
12.0%	1.41%	1.41%	1.40%	1.39%	1.38%

Class A-2G Pre-Tax Yield to Maturity (Assumed Price = 98.65625%)

CDR	0% CPR	3% CPR	6% CPR	9% CPR	12% CPR
0.0%	1.39%	1.39%	1.39%	1.39%	1.39%
3.0%	1.39%	1.39%	1.39%	1.39%	1.40%
6.0%	1.39%	1.39%	1.39%	1.40%	1.41%
9.0%	1.39%	1.39%	1.40%	1.41%	1.42%
12.0%	1.39%	1.40%	1.41%	1.42%	1.43%

Prospective investors should make investment decisions based on determinations of anticipated rates of prepayments and Realized Losses under a variety of scenarios. Prospective investors should fully consider the risk that the occurrence of Realized Losses on the Mortgage Loans could result in the failure to fully recover investments.

USE OF PROCEEDS

The net proceeds from sales of the Certificates will be used as the consideration to Freddie Mac for the transfer of the Mortgage Loans to the Trust.

CERTAIN LEGAL ASPECTS OF THE MORTGAGE LOANS

The following discussion provides general summaries of certain legal aspects of mortgage loans which are general in nature. The summaries do not purport to be complete. They do not reflect the laws of any particular state nor the laws of all states in which the mortgaged properties may be situated. This is because these legal aspects are governed in part by the law of the state that applies to a particular mortgaged property and the laws of the states may vary substantially. You should refer to the applicable federal and state laws governing the Mortgage Loans.

Security Instruments

Mortgages and Deeds of Trust. Mortgage loans are evidenced by promissory notes or other similar evidences of indebtedness secured by first mortgages, deeds of trust or similar security instruments (each, a **"mortgage"**), depending upon the prevailing practice and law in the state in which the related mortgaged property is located, on residential properties consisting of one- to four-unit dwelling units, townhouses, individual condominium units, individual units in planned unit developments, individual co-operative units or manufactured homes. Each mortgage note and related mortgage loan are obligations of one or more mortgagors and require the related mortgagor to make monthly payments of principal and interest. In some states, a mortgage or deed of trust creates a lien upon the real property encumbered by the mortgage or deed of trust. However, in other states, the mortgage or deed of trust conveys legal title to the property, respectively, to the mortgagee or to a trustee for the benefit of the mortgagee subject to a condition subsequent (*i.e.*, the payment of the indebtedness secured thereby). The lien created by the mortgage or deed of trust is not prior to the lien for real estate taxes and assessments and other charges imposed under governmental police powers. Priority between mortgages depends on their terms or on the terms of separate subordination or inter-creditor agreements, on the knowledge of the parties in some cases and generally on the order of recordation of the mortgages in the appropriate recording office. There are two parties to a mortgage, the mortgagor, who is homeowner, and the mortgagee, who is the lender. In the case of a land trust, there are three parties because title to the property is held by a land trustee under a land Pooling Trust of which the mortgagor is the beneficiary; at origination of a mortgage loan, the mortgagor executes a separate undertaking to make payments on the mortgage note. Although a deed of trust is similar to a mortgage, a deed of trust has three parties: the trustor, who is the mortgagor-homeowner; the beneficiary, who is the lender; and a third-party grantee called the trustee. Under a deed of trust, the mortgagor grants the property, irrevocably until the debt is paid, in trust, generally with a power of sale, to the trustee to secure payment of the obligation. The trustee's authority under a deed of trust, the grantee's authority under a deed to secure debt and the mortgagee's authority under a mortgage are governed by the law of the state in which the real property is located, the express provisions of the deed of trust or mortgage, and, in deed of trust transactions, the directions of the beneficiary.

Foreclosure

Foreclosing Mortgages and Deeds of Trust. Foreclosure of a deed of trust in most states is generally most efficiently accomplished by a non-judicial trustee's sale under a specific provision in the deed of trust which authorizes the trustee to sell the property upon any default by the mortgagor under the terms of the note or deed of trust. In addition to any notice requirements contained in a deed of trust, in some states the trustee must record a notice of default and send a copy to the trustor and to any person who has recorded a request for a copy of notice of default and notice of sale. In addition, the trustee must provide notice in some states to any other individual having an interest of record in the real property, including any junior lienholders. If the deed of trust is not reinstated within a specified period, a notice of sale must be posted in a public place and, in most states, published for a specific period of time in one or more newspapers in a specified manner prior to the date of trustee's sale. In addition, some state laws require that a copy of the notice of sale be posted on the property and sent to all parties having an interest of record in the real property.

In some states, the trustor has the right to reinstate the loan at any time following default until shortly before the trustee's sale. Generally in these states, the mortgagor, or any other person having a junior encumbrance on the real estate, may, during a reinstatement period, cure the default by paying the entire amount in arrears plus the costs and expenses incurred in enforcing the obligation.

Generally, the action is initiated by the service of legal pleadings upon all parties having an interest of record in the real property. Delays in completion of the foreclosure may occasionally result from difficulties in locating necessary parties. Over the past few years, judicial foreclosure proceedings have become increasingly contested, with challenges often raised to the right of the foreclosing party to maintain the foreclosure action. The resolution of these proceedings can be time-consuming.

In the case of foreclosure under either a mortgage or a deed of trust, the sale by the sheriff or other designated officer or by the trustee is a public sale. The proceeds received by the referee or trustee from the sale are applied first to the costs, fees and expenses of the sale and then in satisfaction of the indebtedness secured by the mortgage or deed of trust under which the sale was conducted. Any remaining proceeds are generally payable to the holders of junior mortgages or deeds of trust and other liens and claims in order of their priority, whether or not the mortgagor is in default under such instruments. Any additional proceeds are generally payable to the mortgagor or trustor. The payment of the proceeds to the holders of junior mortgages may occur in the foreclosure action of the senior mortgagee or may require the institution of separate legal proceedings. It is common for the lender to purchase the property from the trustee, sheriff or other designated officer for a credit bid less than or equal to the unpaid principal amount of the note plus the accrued and unpaid interest and fees due under the note and the expense of foreclosure. If the credit bid is equal to, or more than, the mortgagor's obligations on the loan, the mortgagor's debt will be extinguished. However, if the lender purchases the property for an amount less than the total amount owed to the lender, it preserves its right against a mortgagor to seek a deficiency judgment if such a remedy is available under state law and the related loan documents, in which case the mortgagor's obligation will continue to the extent of the deficiency. Regardless of the purchase price paid by the foreclosing lender, the lender will be responsible to pay the costs, fees and expenses of the sale, which sums are generally added to the mortgagor's indebtedness. In some states, there is a statutory minimum purchase price which the lender must offer for the property and generally, state law controls the maximum amount of foreclosure costs and expenses, including attorneys' fees, which may be recovered by a lender. Thereafter, subject to the right of the mortgagor in some states to remain in possession during any redemption period, the lender will assume the burdens of ownership, including obtaining hazard insurance, paying taxes and making the repairs at its own expense as are necessary to render the property suitable for sale. Generally, the lender will obtain the services of a real estate broker and pay the broker's commission in connection with the subsequent sale of the property. Depending upon market conditions, the ultimate proceeds of the sale of the property may not equal the lender's investment in the loan and, as described above, in some states, the lender may be entitled to a deficiency judgment. Any such loss in connection with a Mortgage Loan will be treated as a Realized Loss experienced on such Mortgage Loan.

Foreclosure proceedings are governed by general equitable principles. Some of these equitable principles are designed to relieve the mortgagor from the legal effect of its defaults under the loan documents. Examples of judicial remedies that have been fashioned include judicial requirements that the lender undertake affirmative and expensive actions to determine the causes for the mortgagor's default and the likelihood that the mortgagor will be able to reinstate the loan. In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate mortgagors who are suffering from temporary financial disability. In other cases, courts have limited the right of the lender to foreclose if the default under the mortgage instrument is not monetary, such as the mortgagor's failure to adequately maintain the property or the mortgagor's execution of a second mortgage or deed of trust affecting the property. Finally, some courts have been faced with the issue of whether or not federal or state constitutional provisions reflecting due process concerns for adequate notice require that mortgagors under deeds of trust or mortgages receive notices in addition to the statutorily-prescribed minimums. For the most part, these cases have upheld the notice provisions as being reasonable or have found that the sale by a trustee under a deed of trust, or under a mortgage having a power of sale, does not involve sufficient state action to afford constitutional protection to the mortgagor.

Under certain loan modification programs, to the extent a servicer is considering qualifying the related mortgagor for a loan modification after foreclosure proceedings have already been initiated, the foreclosure proceedings must be halted until the servicer has determined whether the mortgagor has qualified for the loan modification. This is a requirement under the Guide and became part of the CFPB's regulatory amendments that became effective for all mortgage servicers on January 10, 2014. In all cases the Servicer will be required to service the Mortgage Loans in accordance with applicable law, including the CFPB servicing regulations.

In response to an unusually large number of foreclosures in recent years, a growing number of states have enacted laws that subject the holder to certain notice and/or waiting periods prior to commencing a foreclosure. For example, in Massachusetts, the Attorney General's Office may review and possibly terminate the foreclosure of any 1-4 family residential mortgage that is secured by the mortgagor's principal dwelling. In some instances, these laws require the servicer of the mortgage to consider modification of the mortgage or an alternative option prior to proceeding with foreclosure. The effect of these laws has been to delay foreclosure in particular jurisdictions.

The Mortgages or the "Assignments of Mortgage" for some of the Mortgage Loans may have been recorded in the name of Mortgage Electronic Registration Systems, Inc. (**"MERS"**), solely as nominee for the originator and its successors and assigns. Subsequent assignments of those Mortgages are registered electronically through the MERS system. The recording of mortgages in the name of MERS has been challenged in a number of states. Although many decisions have accepted MERS as mortgagee, some courts have held that MERS is not a proper party to conduct a foreclosure and have required that the mortgage be reassigned to the entity that is the economic owner of the mortgage loan before a foreclosure can be conducted. In states where such a rule is in effect, there may be delays and additional costs in commencing, prosecuting and completing foreclosure proceedings and conducting foreclosure sales of mortgaged properties. In addition, mortgagors are raising new challenges to the recording of mortgages in the name of MERS, including challenges questioning the ownership and enforceability of mortgage loans registered in MERS. An adverse decision in any jurisdiction may delay the foreclosure process.

With respect to any mortgage loans registered on the MERS system, the Servicer will comply with all of the requirements of MERS regarding instituting foreclosure proceedings. In addition, Mortgage Loans registered in the MERS system will be required to be removed from the MERS system by the Servicer upon ninety (90) days of delinquency.

With respect to any Mortgage Loan registered on the MERS system, the Servicer will be required to cause such registered Mortgage Loan to be updated to reflect the ownership of such Mortgage Loan by the Trust.

Rights of Redemption

The purpose of a foreclosure action in respect of a mortgaged property is to enable the lender to realize upon its security and to bar the mortgagor, and all persons who have interests in the property that are subordinate to that of the foreclosing lender, from exercise of their "equity of redemption". The doctrine of equity of redemption provides that, until the property encumbered by a mortgage has been sold in accordance with a properly conducted foreclosure and foreclosure sale, those having interests that are subordinate to that of the foreclosing lender have an equity of redemption and may redeem the property by paying the entire debt with interest. Those having an equity of redemption must generally be made parties and joined in the foreclosure proceeding and provided statutorily prescribed notice, in the case of a non-judicial foreclosure, in order for their equity of redemption to be terminated.

The equity of redemption is a common-law (non-statutory) right which should be distinguished from post-sale statutory rights of redemption. In some states, after sale pursuant to a deed of trust or foreclosure of a mortgage, the mortgagor and foreclosed junior lienors are given a statutory period in which to redeem the property. In some states, statutory redemption may occur only upon payment of the foreclosure sale price. In other states, redemption may be permitted if the former mortgagor pays only a portion of the sums due. The effect of a statutory right of redemption is to diminish the ability of the lender to sell the foreclosed property because the exercise of a right of redemption would defeat the title of any purchase through a foreclosure. Consequently, the practical effect of the redemption right is to force the lender to maintain the property and pay the expenses of ownership until the redemption period has expired. In some states, a post-sale statutory right of redemption may exist following a judicial foreclosure, but not following a trustee's sale under a deed of trust.

Anti-Deficiency Legislation and Other Limitations on Lenders

Some states have imposed statutory prohibitions which limit the remedies of a beneficiary under a deed of trust or a mortgagee under a mortgage. In some states (including California), statutes limit the right of the beneficiary or mortgagee to obtain a deficiency judgment against the mortgagor following non-judicial

foreclosure by power of sale. A deficiency judgment is a personal judgment against the former mortgagor equal in most cases to the difference between the net amount realized upon the public sale of the real property and the amount due to the lender. In the case of a mortgage loan secured by a property owned by a trust where the mortgage note is executed on behalf of the trust, a deficiency judgment against the trust following foreclosure or sale under a deed of trust, even if obtainable under applicable law, may be of little value to the mortgagee or beneficiary if there are no trust assets against which the deficiency judgment may be executed. Some state statutes require the beneficiary or mortgagee to exhaust the security afforded under a deed of trust or mortgage by foreclosure in an attempt to satisfy the full debt before bringing a personal action against the mortgagor. In other states, the lender has the option of bringing a personal action against the mortgagor on the debt without first exhausting the security; however, in some of these states, the lender, following judgment on the personal action, may be deemed to have elected a remedy and may be precluded from exercising other remedies, including with respect to the security. Consequently, the practical effect of the election requirement, in those states permitting the election, is that lenders will usually proceed against the security first rather than bringing a personal action against the mortgagor. This also allows the lender to avoid the delays and costs associated with going to court. Finally, in some states, statutory provisions limit any deficiency judgment against the former mortgagor following a foreclosure to the excess of the outstanding debt over the fair value of the property at the time of the public sale. The purpose of these statutes is generally to prevent a beneficiary or mortgagee from obtaining a large deficiency judgment against the former mortgagor as a result of low or no bids at the foreclosure sale.

In addition to laws limiting or prohibiting deficiency judgments, numerous other federal and state statutory provisions, including the federal bankruptcy laws and state laws affording relief to debtors, may interfere with or affect the ability of the secured mortgage lender to realize upon collateral or enforce a deficiency judgment. For example, under the United States Bankruptcy Code, virtually all actions (including foreclosure actions and deficiency judgment proceedings) to collect a debt are automatically stayed upon the filing of the bankruptcy petition and, often, no interest or principal payments are made during the course of the bankruptcy case. The delay and the consequences thereof caused by the automatic stay can be significant. Also, under the United States Bankruptcy Code, the filing of a petition in a bankruptcy by or on behalf of a junior lienor may stay the senior lender from taking action to foreclose out the junior lien. Moreover, with respect to federal bankruptcy law, a court with federal bankruptcy jurisdiction may permit a debtor through his or her Chapter 11 or Chapter 13 rehabilitative plan to cure a monetary default in respect of a mortgage loan on a debtor's residence by paying arrearage within a reasonable time period and reinstating the original mortgage loan payment schedule even though the lender accelerated the mortgage loan and final judgment of foreclosure had been entered in state court (provided no sale of the residence had yet occurred) prior to the filing of the debtor's petition. Some courts with federal bankruptcy jurisdiction have approved plans, based on the particular facts of the reorganization case, that effected the curing of a mortgage loan default by paying arrearage over a number of years.

Courts with federal bankruptcy jurisdiction have also indicated that the terms of a mortgage loan secured by property of the debtor may be modified. These courts have allowed modifications that include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule, forgiving all or a portion of the debt and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan. Generally, however, the terms of a mortgage loan secured only by a mortgage on real property that is the debtor's principal residence may not be modified pursuant to a plan confirmed pursuant to Chapter 13 except with respect to mortgage payment arrearages, which may be cured within a reasonable time period.

Tax liens arising under the Code may have priority over the lien of a mortgage or deed of trust. In addition, substantive requirements are imposed upon mortgage lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws and their implementing regulations. These laws and regulations include the federal Truth-in-Lending Act and Regulation Z, the Real Estate Settlement Procedures Act and Regulation X, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Billing Act and Regulation Z, the Fair Credit Reporting Act and Regulation V and related statutes. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. Further, violations of the laws could result in a mortgagor's defense to foreclosure or an unwinding or rescission of the transaction. In some cases, this liability may affect assignees of the mortgage loans.

Environmental Legislation

Under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**"CERCLA"**), and under state law in some states, a secured party that participates in managing a mortgaged property, takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale or operates a mortgaged property may become liable for the costs of cleaning up hazardous substances regardless of whether the secured party has contaminated the property. CERCLA imposes strict, as well as joint and several, liability on several classes of potentially responsible parties, including current owners and operators of the property who did not cause or contribute to the contamination. Furthermore, liability under CERCLA is not limited to the original or unamortized principal balance of a loan or to the value of the property securing a loan. Such excess cleanup liabilities could become the responsibility of the Servicer and could reduce the assets available to make distributions to Certificateholders. Lenders may be held liable under CERCLA as owners or operators unless they qualify for the secured creditor exemption to CERCLA. This exemption exempts from the definition of owners and operators those who, without participating in the management of a facility, hold indicia of ownership primarily to protect a security interest in the facility.

The Asset Conservation, Lender Liability and Deposit Insurance Act of 1996 (the **"Conservation Act"**) amended, among other things, the provisions of CERCLA with respect to lender liability and the secured creditor exemption. The Conservation Act offers substantial protection to lenders by defining the activities in which a lender can engage and still have the benefit of the secured creditor exemption. In order for a lender to be deemed to have participated in the management of a mortgaged property, the lender must participate in the operational affairs of the property of the mortgagor, whether directly or indirectly. The Conservation Act provides that "merely having the capacity to influence, or unexercised right to control" operations does not constitute participation in management. A lender will lose the protection of the secured creditor exemption only if it exercises decision-making control over the mortgagor's environmental compliance and hazardous substance handling and disposal practices, assumes day-to-day management of all operational functions of the mortgaged property, or imposes limitations on a mortgagor's spending for such purposes. The Conservation Act also provides that a lender will continue to have the benefit of the secured creditor exemption even if it forecloses on a mortgaged property, purchases it at a foreclosure sale or accepts a deed-in-lieu of foreclosure provided that the lender seeks to sell the mortgaged property at the earliest practicable commercially reasonable time on commercially reasonable terms and complies with other requirements.

Other federal and state laws may impose liability on a secured party that takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale, or operates a mortgaged property on which contaminants other than CERCLA hazardous substances are present, including petroleum, agricultural chemicals, asbestos, radon, and lead-based paint. The cleanup costs may be substantial. It is possible that any such cleanup costs could become a liability of the Trust and reduce the amounts otherwise payable to the Certificateholders. Moreover, federal and state statutes may impose a lien for any cleanup costs incurred by the state on the property that is the subject of the cleanup costs. All subsequent liens on the property generally are subordinated to the lien and, in some states, even prior recorded liens are subordinated to such lien. In the latter states, the security interest of the Trustee in a related parcel of real property that is subject to the lien could be adversely affected.

Traditionally, many residential mortgage lenders have not taken steps to evaluate whether contaminants are present with respect to any mortgaged property prior to the origination of the mortgage loan or prior to foreclosure or accepting a deed-in-lieu of foreclosure. Accordingly, none of the originators nor any other party has made the evaluations prior to the origination of the related Mortgage Loan. The Servicer will not be required by the Pooling and Servicing Agreement to undertake these evaluations prior to foreclosure or accepting a deed-in-lieu of foreclosure. There are no representations with respect to environmental issues related to the Mortgage Loans that will be made by the Seller. No party other than the Seller has made any representations or warranties or assumes any liability with respect to the absence or effect of contaminants on any related real property or any casualty, personal injury or other liability resulting from the presence or effect of contaminants. However, the Servicer will not be obligated to foreclose on related real property or accept a deed-in-lieu of foreclosure if it knows or reasonably believes that there are material contaminated conditions on the property. A failure to foreclose may reduce the amounts otherwise available to Certificateholders.

Consumer Protection Laws

In addition, substantive requirements are imposed upon mortgage lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws. These laws include the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act and related statutes and regulations promulgated thereunder. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. In some cases, this liability may affect assignees of the mortgage loans. In particular, an originator's failure to comply with certain requirements of TILA and Regulation Z promulgated thereunder, could subject both originators and assignees of such obligations to monetary penalties and could result in obligors' rescinding the mortgage loans either against the originators or assignees or in a defense to foreclosure of the loan. Further, the failure of the mortgagor to use the correct form of notice of right to cancel in connection with non-purchase money transactions could subject the originator and assignees to extended mortgagor rescission rights.

Federal and State Anti-Predatory Lending Laws and Restrictions on Servicing

Under the anti-predatory lending laws of some states, the mortgagor is required to meet a net tangible benefit test in connection with the origination of the mortgage loan. This test may be highly subjective and open to interpretation. As a result, a court may determine that a mortgage loan does not meet the test even if the originator or underlying loan seller reasonably believed that the test was satisfied. Any determination by a court that the Mortgage Loan does not meet the test will result in a violation of the state anti-predatory lending law, in which case the Seller will be required to purchase such Mortgage Loan from the Trust if such determination results in a Material Breach and arises during the Warranty Period.

Notably, in rules promulgated under the Dodd-Frank Act by the CFPB, effective with respect to applications for loans taken on or after January 10, 2014, the thresholds for coverage under HOEPA, the primary anti-predatory lending law, have been lowered and that statute has become more stringent. State laws that replicate HOEPA have also become more onerous in their respective requirements.

Local, state and federal legislatures, state and federal banking regulatory agencies, state attorneys general offices, the Federal Trade Commission, the Department of Justice, the Department of Housing and Urban Development and state and local governmental authorities have continued to focus on lending and servicing practices by some companies, primarily in the non-prime lending industry, sometimes referred to as "predatory lending" and "abusive servicing" practices. Sanctions have been imposed by various agencies for practices such as charging excessive fees, imposing higher interest rates than the credit risk of some mortgagors warrant, failing to disclose adequately the material terms of loans to mortgagors and abrasive servicing and collections practices.

On July 21, 2010, the Dodd-Frank Act was signed into law. The Dodd-Frank Act, which is designed to improve accountability and transparency in the financial system and to protect consumers from abusive financial services practices, creates various new requirements affecting mortgage servicers, including mandatory escrow accounts for certain mortgage loans; notice requirements for consumers who waive escrow services; certain prohibitions related to mortgage servicing with respect to force-placed hazard insurance, qualified written requests, requests to correct certain servicing errors, and requests concerning the identity and contact information for an owner or assignee of a loan; requirements for prompt crediting of payments, processing of payoff statements, and monthly statements with certain disclosures for adjustable rate mortgage loans; and late fee restrictions on high cost loans. In addition, a new executive agency and consumer financial regulator, the CFPB, was established in the Federal Reserve System under the Dodd-Frank Act. On July 21, 2011, the regulation of the offering and provision of consumer financial products or services, including mortgage servicing, under federal consumer financial laws, was generally transferred and consolidated into the CFPB.

The Dodd-Frank Act sets forth certain objectives for and the functions of the CFPB. The objectives of the CFPB, as identified under the Dodd-Frank Act, are to ensure that: (1) consumers are provided with timely and understandable information to make responsible decisions about financial transactions; (2) consumers are protected from unfair, deceptive, or abusive acts and practices and from discrimination; (3) outdated, unnecessary, or unduly burdensome regulations are regularly identified and addressed in order to reduce unwarranted regulatory burdens; (4) federal consumer financial law is enforced consistently, without regard to

the status of a person as a depository institution, in order to promote fair competition; and (5) markets for consumer financial products and services operate transparently and efficiently to facilitate access and innovation. The primary functions of the CFPB under the Dodd-Frank Act are: (1) conducting financial education programs; (2) collecting, investigating, and responding to consumer complaints; (3) collecting, researching, monitoring, and publishing information relevant to the functioning of markets for consumer financial products and services to identify risks to consumers and the proper functioning of such markets; (4) subject to certain sections of the Dodd-Frank Act, supervising covered persons for compliance with federal consumer financial law, and taking appropriate enforcement action to address violations of federal consumer financial law; (5) issuing rules, orders, and guidance implementing federal consumer financial law; and (6) performing such support activities as may be necessary or useful to facilitate the other functions of the CFPB.

Several federal, state and local laws, rules and regulations have been adopted, or are under consideration, that are intended to protect consumers from predatory lending and abusive servicing practices, and in some instances establish or propose a servicing standard and duty of care for mortgage servicers. On January 4, 2011, the CFPB implementation team entered into an information sharing memorandum of understanding with the Conference of State Bank Supervisors to promote state and federal cooperation and consistent examination procedures among regulators of providers of consumer financial products and services, including mortgage servicers.

Further, in a rule that became effective on April 1, 2011, under Regulation Z and future rule-making under the Dodd-Frank Act, sweeping changes with respect to permissible and prohibited loan originator compensation were implemented that prohibit loan originator compensation based on loan terms or conditions (other than the amount of the principal), dual compensation of loan originators and various loan steering activities.

In 2008, Congress enacted The Mortgage Disclosure Improvement Act of 2008 (the **"MDIA"**), which requires creditors to furnish TILA disclosures for all closed-end mortgage transactions that are secured by a consumer's dwelling, including loans secured by primary, secondary or vacation homes, and regardless of whether the loans are for purchase money or non-purchase money transactions. While the early TILA disclosure must still be given within three Business Days of application, the MDIA and MDIA rule now require that the early TILA disclosure be provided at least seven Business Days prior to consummation of the transaction. Further, if the disclosed annual percentage rate exceeds certain tolerances as set forth in TILA and Regulation Z, the creditor must provide corrected disclosures disclosing an accurate annual percentage rate and all changed terms no later than three (3) Business Days before consummation. Significantly, this means that multiple early TILA disclosures may be required.

In addition, the Federal Reserve Board adopted an amendment to Regulation Z on July 14, 2008 (the **"July Rule"**). Notably, the July Rule, which took effect on October 1, 2009: (i) created a new category of loans called "higher-priced mortgage loans"; (ii) instituted new protections for both this new category of "higher-priced mortgage loans" as well as for the existing category of "high cost mortgages" under HOEPA; (iii) enacted certain prohibited acts and practices for all closed-end credit transactions secured by a consumer's principal dwelling; (iv) revised the disclosures required in advertisements for credit secured by a consumer's dwelling and prohibited certain practices in connection with closed-end mortgage advertising; and (v) required disclosures for closed-end mortgages secured by a consumer's principal dwelling to be provided earlier in the transaction and before consumers pay any fee except for a fee for obtaining a consumer's credit history. Effective January 10, 2014, the ATR Rules superseded the underwriting requirements applicable to these "higher-priced mortgage loans," but the requirements applicable to appraisals and homeownership counseling still apply to that class of loans.

Enforceability of Due-On-Sale Clauses

The majority of the Mortgage Loans include "due-on-sale clauses" which allow the holder of such Mortgage Loan to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such Mortgage Loan. The enforceability of these clauses has been the subject of legislation or litigation in many states, and in some cases the enforceability of these clauses was limited or denied. However, the Garn-St Germain Depository Institutions Act of 1982 (the **"Garn-St Germain Act"**) preempts state constitutional, statutory and case law that prohibits the enforcement of due-on-sale clauses and permits lenders to enforce these clauses in accordance with their terms, subject to limited exceptions. The Garn-St Germain Act does "encourage"

lenders to permit assumption of loans at the original rate of interest or at some other rate less than the average of the original rate and the market rate.

The Garn-St Germain Act also sets forth nine specific instances in which a mortgage lender covered by the Garn-St Germain Act may not exercise a due-on-sale clause, notwithstanding the fact that a transfer of the property may have occurred. These include, amongst others, certain intra-family transfers, some transfers by operation of law, leases of fewer than three (3) years and the creation of a junior encumbrance. Regulations promulgated under the Garn-St Germain Act also prohibit the imposition of a prepayment penalty upon the acceleration of a loan pursuant to a due-on-sale clause.

The inability to enforce a due-on-sale clause may result in any Mortgage Loan bearing an interest rate below the current market rate being assumed by the buyers rather than being paid off, which may have an impact upon the average life of such Mortgage Loans and the number of Mortgage Loans which may be outstanding until maturity.

Subordinate Financing

When a mortgagor encumbers mortgaged property with one or more junior liens, the senior lender is subjected to additional risk. First, the mortgagor may have difficulty servicing and repaying multiple loans. In addition, if the junior loan permits recourse to the mortgagor (as junior loans often do) and the senior loan does not, a mortgagor may be more likely to repay sums due on the junior loan than those on the senior loan. Second, acts of the senior lender that prejudice the junior lender or impair the junior lender's security may create a superior equity in favor of the junior lender. For example, if the mortgagor and the senior lender agree to an increase in the principal amount of or the interest rate payable on the senior loan, the senior lender may lose its priority to the extent an existing junior lender is harmed or the mortgagor is additionally burdened. Third, if the mortgagor defaults on the senior loan and/or any junior loan or loans, the existence of junior loans and actions taken by junior lenders can impair the security available to the senior lender and can interfere with or delay the taking of action by the senior lender. Moreover, the bankruptcy of a junior lender may operate to stay foreclosure or similar proceedings by the senior lender. In addition, the consent of the junior lender is required in connection with certain loan modifications, short sales and deeds-in-lieu of foreclosure, which may delay or prevent the loss mitigation actions taken by the senior lender.

Applicability of Usury Laws

Title V of the Depository Institutions Deregulation and Monetary Control Act of 1980 (**"Title V"**) provides that state usury limitations shall not apply to some types of residential first mortgage loans originated by some lenders after March 31, 1980. A similar federal statute was in effect with respect to mortgage loans made during the first three months of 1980. The Office of the Comptroller of the Currency is authorized to issue rules and regulations and to publish interpretations governing implementation of Title V. The statute authorized any state to reimpose interest rate limits by adopting, before April 1, 1983, a law or constitutional provision which expressly rejects application of the federal law. In addition, even where Title V is not so rejected, any state is authorized by the law to adopt a provision limiting discount points or other charges on mortgage loans covered by Title V. Some states have taken action to reimpose interest rate limits or to limit discount points or other charges.

Forfeitures in Drug and RICO Proceedings

Federal law provides that property owned by persons convicted of drug-related crimes or of criminal violations of the Racketeer Influenced and Corrupt Organizations statute (**"RICO"**) can be seized by the government if the property was used in, or purchased with the proceeds of, these crimes. Under procedures contained in the Comprehensive Crime Control Act of 1984, the government may seize the property even before conviction. The government must publish notice of the forfeiture proceeding and may give notice to all parties "known to have an alleged interest in the property," including the holders of mortgage loans.

A lender may avoid forfeiture of its interest in the property if it establishes that: (1) its mortgage was executed and recorded before commission of the crime upon which the forfeiture is based, or (2) the lender was, at the time of execution of the mortgage, "reasonably without cause to believe" that the property was used in, or purchased with the proceeds of, illegal drug or RICO activities.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

General

The following generally describes the anticipated material federal income tax consequences of purchasing, owning and disposing of the Guaranteed Certificates. It does not address special rules which may apply to particular types of investors. The authorities on which this discussion is based are subject to change or differing interpretations, and any such change or interpretation could apply retroactively. Investors should consult their own tax advisors regarding the Guaranteed Certificates.

We will elect to treat applicable portions of the Trust as a REMIC under the Code. Assuming (1) such election, (2) compliance with the applicable agreements and (3) compliance with changes in the law, each REMIC Pool will qualify as a REMIC for federal income tax purposes. In that case, a REMIC Pool will not be subject to tax. In addition, the uncertificated interests corresponding to each of the Class A-1 and Class A-2 Certificates (collectively, the **"Senior Class AF Regular Interests"** or, individually, the **"Class A-1 and Class A-2 Regular Interests"**) will be treated as regular interests in the Class AF Certificate REMIC Pool. The Class R Certificates will represent ownership of the sole class of "residual interests" in each REMIC Pool. The portion of the Trust consisting of the Senior Class AF Regular Interests, the right of the Class A-1 and Class A-2 Certificates to receive, and the obligation of certain of the Subordinate Certificates to pay, Senior Additional Portions (each, an **"Interest Rate Contract"**) and the related amounts held from time to time in the distribution account will be treated as a grantor trust under subpart E, part I of subchapter J of the Code (the **"Grantor Trust"**) and the Guaranteed, Subordinate and Class XS Certificates will represent undivided beneficial interests in their respective portions of the Grantor Trust.

Status of the Senior Class AF Regular Interests

Except as provided below, the Senior Class AF Regular Interests will constitute assets described in Code Section 7701(a)(19)(C) and "real estate assets" under Code Section 856(c)(4)(A), to the extent the assets of the related REMIC Pool are so treated. Interest on the regular interests will be "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 the income of the related REMIC Pool is so treated. If at all times 95% or more of the assets or income of the related REMIC Pool qualifies for any of the foregoing treatments, the Senior Class AF Regular Interests (and income on them) will qualify for the corresponding status in their entirety. In determining the tax status of the Class AF Certificate REMIC Pool, however, we will apply the 95% test based on the characteristics of the Mortgage Loans. Where a REMIC Pool is backed by mortgages having a loan-to-value ratio of greater than 100%, a pro rata portion of the interest income on the related REMIC regular interests may not be treated as "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). Because a portion of the Mortgage Loans have such loan-to-value ratios, we may be required to report certain information, pursuant to regulations under Code Section 6049, with respect to the Senior Class AF Regular Interests. The Senior Class AF Regular Interests will be "qualified mortgages" under Code Section 860G(a)(3) for another REMIC.

The foregoing treatments will not apply to the extent of the portion of the basis of the holder of a Class A-1 or Class A-2 Certificate that is allocable to an Interest Rate Contract. Because the Class A-1 and Class A-2 Certificates represent, in part, the right to receive payments under the Interest Rate Contracts, they may not be suitable for inclusion in another REMIC.

As described above under *"Summary of Terms — Certificates — Optional Redemption"*, on certain dates Class A-1 and Class A-2 Certificates may be redeemed at the specified Redemption Prices. As a result of such redemption rights, the IRS might assert that the Class A-1 and Class A-2 Certificates do not represent the Senior Class AF Regular Interests and related Interest Rate Contracts, but rather, represent an obligation of the Majority Representative or of Freddie Mac for federal income tax purposes. While Shearman & Sterling LLP is of the opinion that the IRS would not prevail if it took this position, if the IRS were successful in asserting such treatment, the foregoing treatments of the Class A-1 and Class A-2 Certificates would not apply. Investors should consult their tax advisors regarding the status of the Class A-1 and Class A-2 Certificates as ownership of REMIC regular interests for federal income tax purposes.

Taxation of the Guaranteed Certificates

General

The Guaranteed Certificates generally will be taxed as newly originated debt instruments for federal income tax purposes. Interest, OID and market discount accrued on a regular interest will constitute ordinary income to the beneficial owner. As a beneficial owner of a Guaranteed Certificate, you must account for interest income on the accrual method.

The beneficial owner of a Guaranteed Certificate must allocate its basis between its Senior Class AF Regular Interest and its right to receive payments under one or more Interest Rate Contracts (to the extent such rights have value). See *"— Taxation of the Interest Rate Contracts"* below.

Original Issue Discount

If a Senior Class AF Regular Interest is issued with OID, a beneficial owner would be required to include such OID in income as it accrues, without regard to the timing of distributions. In the absence of guidance which applies specifically to REMIC regular interests, Freddie Mac and the Securities Administrator will report OID, if any, to the IRS and the beneficial owners of the Guaranteed Certificates based on regulations under Code Sections 1271 through 1275 (the **"OID regulations"**).

The total amount of OID on a Senior Class AF Regular Interest is the excess of its "stated redemption price" over its "issue price". The issue price is the price at which a substantial portion of the Guaranteed Certificate is first sold to the public (to the extent not allocable to the related Interest Rate Contracts). The issue price generally includes any pre-issuance accrued interest unless you exclude such amount from the issue price and treat a portion of the stated interest payable on the first Distribution Date as a return of that accrued interest rather than as an amount payable under the instrument.

In general, the stated redemption price is the sum of all distributions except for stated interest actually payable at least annually based on a single fixed rate, certain variable rates, or certain combinations of fixed and variable rates. For this purpose, the discussion below assumes that the sum of such distributions will be based on the **"Pricing Speed"**, which is the assumed rate of prepayment of the related Mortgages used in pricing the regular interests. The Pricing Speed that will be used in determining the rate of accrual of OID and market discount, if any, for federal income tax purposes is a formula that will combine CPR and CDR rates that will increase over time: (i) with respect to CPR, 3.0% CPR for the first Distribution Date (that relates to the first Collection Period), increasing thereafter at a constant rate to 6.0% CPR for the 36th Distribution Date (that relates to the 36th Collection Period), after which it will remain constant; and (ii) with respect to CDR, 0.0% CDR for the first Distribution Date (that relates to the first Collection Period), increasing thereafter at a constant rate until reaching 2.0% CDR for the 36th Distribution Date (that relates to the 36th Collection Period), after which it will remain constant, factoring in loss severity of 30%. Further, it will be assumed that the Optional Redemption is exercised on the earliest possible Distribution Date. A beneficial owner taking a contrary position to these assumptions should consult their tax advisor.

If the interval between the issue date and the first Distribution Date exceeds the interval between subsequent Distribution Dates, a portion of the interest distributions in all periods is included in the stated redemption price, unless a special rule relating to debt instruments with increasing rates of interest, described below, applies. The portion included in the stated redemption price is equal to the difference between (1) the stated interest rate for subsequent periods and (2) the effective rate of interest for the long first accrual period.

Under a *de minimis* rule, OID will be considered zero and all interest distributions will be excluded from the stated redemption price if the amount of the OID is less than 0.25% of the Class's stated redemption price multiplied by the Class's weighted average maturity. The weighted average maturity of a Guaranteed Certificate is computed based on the number of full years (*i.e.*, rounding down partial years) each distribution of principal is scheduled to be outstanding. The schedule of such distributions likely should be determined in accordance with the Pricing Speed.

Depending on the value of the Interest Rate Contracts associated with the Class A-1 and, Class A-2 Certificates, the Class A-1 and Class A-2 Regular Interests may be issued with OID.

The beneficial owner of a regular interest generally must include in income the OID accrued for each day on which the beneficial owner holds such interest, including the date of purchase, but excluding the date of disposition. The OID accruing on a regular interest in any period equals:

$$\textbf{PV End} + \textbf{Dist} - \textbf{PV Beg}$$

Where:

PV End	=	present value of all remaining distributions to be made as of the end of the accrual period;
Dist	=	distributions made during the accrual period includable in stated redemption price; and
PV Beg	=	present value of all remaining distributions as of the beginning of the accrual period.

The present value of the remaining distributions is calculated based on (1) the original yield to maturity of the regular interest, (2) events (including actual prepayments) that have occurred prior to the end of the period and (3) the Pricing Speed. For these purposes, the original yield to maturity of a regular interest will be calculated based on its issue price and assuming that it will be prepaid in all periods in accordance with the Pricing Speed. The OID accruing during any accrual period will then be divided by the number of days in the period to determine the daily portion of OID for each day.

The daily portions of OID generally will increase if prepayments on the Mortgage Loans exceed the Pricing Speed and decrease if prepayments are slower than the Pricing Speed. If the relative principal distribution priorities of a series of the regular interests change, any increase or decrease in the present value of the remaining distributions to be made on any such class will affect the computation of OID for the period in which the change in distribution priority occurs.

If OID accruing during any accrual period, computed as described above, is negative for any such period, you will be entitled to offset such amount only against future positive OID accruing from your regular interest, and Freddie Mac and the Securities Administrator intend to report income to the IRS in all cases in this manner. The treatment of such negative amounts is not entirely clear. For example, you may be entitled to deduct a loss to the extent that your remaining basis would exceed the maximum amount of future distributions to which you are entitled, assuming no further prepayments of the Mortgages (or, perhaps, assuming prepayments at a rate equal to the Pricing Speed). You should consult your tax advisors regarding a regular interest that has a negative amount of OID during any accrual period.

If you are the initial purchaser of interests in two or more series of the regular interests, you should be aware that the OID regulations may treat such interests as a single debt instrument for purposes of such regulations.

If a subsequent beneficial owner of a regular interest acquires such regular interest for a price greater than its "adjusted issue price," but less than its remaining stated redemption price, the daily portion for any day is reduced by an amount equal to the product of (1) such daily portion and (2) a fraction, the numerator of which is the amount by which the price exceeds the adjusted issue price and the denominator of which is the sum of the daily portions for such regular interest for all days on and after the date of purchase. The adjusted issue price of a regular interest on any given day is equal to its issue price, increased by all OID previously includable with respect to that interest and reduced by the amount of all previous distributions with respect to that interest included in its stated redemption price at maturity.

Market Discount

The market discount rules may also apply to the Senior Class AF Regular Interests. Market discount with respect to a regular interest that is not purchased at a premium equals the excess of the adjusted issue price over your initial basis in the regular interest.

The Conference Committee Report accompanying the Tax Reform Act of 1986 provides that, until the Treasury Department issues regulations, market discount would accrue (a) on the basis of a constant interest rate (similar to the method described above for accruing OID) or (b) alternatively, in the ratio of OID accrued for the relevant period to the total remaining OID at the beginning of such period.

You generally must recognize accrued market discount as ordinary income to the extent of any distributions includable in the stated redemption price. Moreover, you generally must treat a portion of any gain on a sale or exchange as ordinary income to the extent of the accrued, but unrecognized, market discount to the date of disposition. Alternatively, you may elect to include market discount in income currently as it accrues on all market discount instruments that you acquire in that taxable year or after. You may revoke such an election only with the consent of the IRS.

In addition, the deduction for a portion of interest expense on any indebtedness that you incur or maintain in order to purchase or carry a regular interest purchased with market discount may be required to be deferred. The deferred portion would not exceed the portion of market discount that accrues but is not taken into income currently. 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.

Under a *de minimis* rule, market discount with respect to a regular interest will be considered to be zero if the amount of the market discount is less than 0.25% of the class's stated redemption price multiplied by the class's weighted average maturity. The weighted average maturity of a regular interest is computed based on the number of full years (*i.e.*, rounding down partial years) that each distribution of principal is scheduled to be outstanding. You should consult your tax advisors regarding the application of the market discount rules as well as the advisability of making any election with respect to market discount.

Premium

An interest in a Senior Class AF Regular Interest, that is purchased at a cost (net of accrued interest) greater than its principal amount generally is considered to be purchased at a premium. You may elect under Code Section 171 to amortize such premium under the constant interest method, using the Pricing Speed. Such premium is an offset to interest income from an interest in a Guaranteed Certificate, rather than a separate interest deduction. In addition, the Committee Report indicates Congress intended that the methods for determining the accrual of market discount described above which are alternatives to accrual on the basis of a constant interest rate also will apply for purposes of amortizing bond premium on obligations such as the Senior Class AF Regular Interests. An election made by you generally would apply to all your debt instruments, unless the election is revoked with the IRS's consent. If your election to amortize bond premium was effective as of October 22, 1986, you may choose to have such election apply to obligations issued after September 27, 1985.

Constant Yield Election

The OID regulations allow you to elect to include in gross income all interest that accrues on a debt instrument by using the constant yield method. For purposes of this election, interest includes stated interest, *de minimis* OID, OID, *de minimis* market discount and market discount, as adjusted by premium. You should consult your tax advisors regarding the advisability of making this election.

Taxation of the Interest Rate Contracts

The Pooling and Servicing Agreement will provide that each holder of a Class A-1 or Class A-2 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 one or more Interest Rate Contracts. Each holder of a Class A-1 or Class A-2 Certificate will have agreed to the following characterization and to treat an Interest Rate Contract as a notional principal contract under applicable Treasury Regulations, beneficially owned by the holder of the Class A-1 and Class A-2 Certificates through the Grantor Trust and which is not an asset of any REMIC created under the Pooling and Servicing Agreement.

The beneficial owners of the Class A-1 and Class A-2 Certificates must allocate the price they pay for their Certificates between their interests in the related Senior Class AF Regular Interest and the related Interest Rate Contracts based on their relative fair market values. The portion, if any, allocated to an Interest Rate Contract will be treated as a cap premium (**"Cap Premium"**) paid by the holders of the Guaranteed Certificates to the holders of the Subordinate Certificates (other than Mortgage Insurance and Residual Certificates). Such Cap Premium will reduce the purchase price allocable to the related Guaranteed Certificate. The initial amount of such Cap Premium will be furnished by the Seller to the Trustee and the Securities Administrator for federal

income tax reporting purposes, but such amounts may differ for purchasers after the initial issuance of the Guaranteed Certificates. A beneficial owner of a Class A-1 or Class A-2 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 over the life of the Interest Rate 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 Guaranteed Certificates should consult their own tax advisors regarding the appropriate method of amortizing any related Cap Premium. Under current law, Treasury Regulations treat a non-periodic payment made under a notional principal contract as a loan for federal income tax purposes if the payment is "significant". It is not anticipated that any Cap Premium would be treated in part as a loan under the currently applicable Treasury Regulations. Investors should consult their own tax advisors regarding the rules for non-periodic payments made under a notional principal contract.

Under applicable 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 an Interest Rate Contract must be netted against payments deemed made to the related counterparty 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. Miscellaneous itemized deductions described in Section 67 of the Code, previously available to U.S. Beneficial Owners who are individuals, estates or trusts, are not deductible for tax years beginning before January 1, 2026, and such U.S. Beneficial Owners may not be able to deduct such amounts to any extent in computing their alternative minimum tax liability. Net deductions from an notional principal contract for a taxable year are treated as miscellaneous itemized deductions for such U.S. Beneficial Owners. 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 Guaranteed Certificates.

Sale or Exchange of the Guaranteed Certificates

The Guaranteed Certificates represent (i) a beneficial interest in a Senior Class AF Regular Interest and (ii) a right to receive payments under one or more Interest Rate Contracts (to the extent such rights have value). The sale, exchange or other taxable disposition of a Guaranteed Certificate will represent the sale or exchange of each of these components, as discussed further below.

Senior Class AF Regular Interest

A beneficial owner generally will recognize gain or loss upon sale or exchange of a Senior Class AF Regular Interest equal to the difference, if any, between (i) the amount received attributable to the Senior Class AF Regular Interest and (ii) its adjusted basis in the Senior Class AF Regular Interest (based, in each case, on the relative fair market values of the Senior Class AF Regular Interest and the Interest Rate Contract). A beneficial owner's adjusted basis in a Senior Class AF Regular Interest generally will equal the cost of the Guaranteed Certificate allocable to the Senior Class AF Regular Interest, increased by income previously included and reduced (but not below zero) by previous distributions.

Interest Rate Contracts

Under certain Treasury Regulations, any amount of proceeds from the sale, redemption or retirement of a Guaranteed Certificate that is attributable to the beneficial owner's rights under an Interest Rate Contract would be treated as a payment in termination of such Interest Rate Contract. A beneficial owner of a Class A-1 or Class A-2 Certificate will have gain or loss from such a termination equal to (i) the deemed termination payment it receives, if any, minus (ii) the unamortized portion of any Cap Premium deemed paid by the beneficial owner of such Certificate. See *"— Taxation of the Interest Rate Contracts"* above.

Character of Gain or Loss

Subject to the discussion below, any gain or loss realized with respect to a Senior Class AF Regular Interest generally will be capital gain or loss and will be long-term or short-term depending on how long the beneficial owner has held such Senior Class AF Regular Interest. Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution; and (2) to the extent of any accrued, but unrecognized, market discount or to the extent income recognized by you is less than the income that you would have recognized if the yield on such interest were 110% of the applicable federal rate under Code Section 1274(d). Gain or loss realized upon the termination of an Interest Rate Contract generally will be treated as capital gain or loss. Moreover, in the case of the bank or thrift institution, Code Section 582(c) likely would not apply to treat such gain or loss as ordinary.

The Guaranteed Certificates, representing a beneficial ownership in the related Senior Class AF Regular Interest and one or more Interest Rate Contracts, may constitute positions in a straddle, in which case the straddle rules of Code Section 1092 would apply. A selling beneficial owner's capital gain or loss with respect to such Senior Class AF 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 an Interest Rate Contract would be short term. If the beneficial owner of a Guaranteed Certificate incurred or continued to incur indebtedness to acquire or hold such certificate, the beneficial owner generally would be required to capitalize a portion of the interest paid on such indebtedness until termination of the Interest Rate Contracts.

Taxation of the MACR Certificates

General

The arrangement pursuant to which the MACR Certificates are created and administered (a **"MACR Pool"**) will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. The interests in the Exchangeable Certificates that have been exchanged for MACR Certificates (including any exchanges effective on the date of issuance of the Exchangeable Certificates) will be the assets of the MACR Pool and the MACR Certificates will represent beneficial ownership of these interests in the Exchangeable Certificates.

Tax Accounting for MACR Certificates

A MACR Certificate will represent beneficial ownership of an interest in one or more related Exchangeable Certificates. If it represents an interest in more than one Exchangeable Certificate, you must allocate your basis in the MACR Certificate among the interests in the Exchangeable Certificates in accordance with their relative fair market values as of the time of acquisition. Beneficial owners of the MACR Certificates must account for their beneficial ownership interests in each of the underlying Exchangeable Certificates in the manner described above under "*— Taxation of the Guaranteed Certificates — Original Issue Discount*". Similarly, on the sale of such a MACR Certificate, you must allocate the amount received on the sale among the interests in the Exchangeable Certificates underlying the MACR Certificates in accordance with their relative fair market values as of the time of sale. Gain or loss will be determined in the manner described above. See "*— Sale or Exchange of the Guaranteed Certificates*" above.

Where a MACR Certificate represents beneficial ownership of a disproportionate part of the principal and interest payments on one or more Exchangeable Certificates (a **"Strip"**), you will be treated as owning, pursuant to Code Section 1286, "stripped bonds" to the extent of your share of principal payments and "stripped coupons" to the extent of your share of interest payments on such Exchangeable Certificates. Although the tax treatment of a Strip is unclear, we intend to treat each Strip as a single debt instrument for purposes of information reporting. The IRS, however, could take a different position. For example, the IRS could contend that a Strip should be treated as a pro rata part of the Exchangeable Certificate to the extent that the Strip represents a pro rata portion of it, and "stripped bonds" or "stripped coupons" with respect to the remainder. You should consult your tax advisors regarding this matter.

We intend to report with respect to a MACR Certificate assuming that all payments on a Strip are included in the stated redemption price of the Strip. You should calculate OID with respect to each Strip and include it in ordinary income as it accrues, which may be prior to the receipt of cash attributable to such income, in accordance with a constant yield method that takes into account the compounding of interest. See *"— Taxation of*

Guaranteed Certificates — Original Issue Discount" above. You should determine your yield to maturity based on your purchase price allocated to the Strip and on a schedule of payments projected using a prepayment assumption, and then make periodic adjustments to take into account actual prepayment experience. It is not clear whether the prepayment assumption you should use to calculate OID would be determined at the time of purchase of the Strip or would be the original Pricing Speed with respect to the related Exchangeable Certificate. You should consult your tax advisors regarding this matter. For purposes of information reporting relating to OID, we will use the original yield to maturity of the Strip determined as of the date of issuance of the Exchangeable Certificates, calculated based on the original Pricing Speed.

If OID accruing with respect to a Strip, computed as described above, is negative for any period, you will be entitled to offset such amount only against future positive OID accruing from such Strip, and we intend to report income in all cases in this manner. Although not entirely free from doubt, you may be entitled to deduct a loss to the extent that your remaining basis would exceed the maximum amount of future payments to which you are entitled with respect to such Strip, assuming no further prepayments of the Mortgage Loans (or, perhaps, assuming prepayments at a rate equal to the Pricing Speed). Although the issue is not free from doubt, all or a portion of such loss may be treated as a capital loss if you treat the Strip as a capital asset.

You will realize gain or loss on the sale of a Strip in an amount equal to the difference between the amount realized and your adjusted basis in the Strip. Your adjusted basis generally is equal to your allocated cost of the Strip, increased by income previously included, and reduced (but not below zero) by distributions previously received. Except as described below, any gain or loss on such sale will be capital gain or loss if you held your interest as a capital asset and will be long-term if the interest has been held for the long-term capital gain holding period (more than one year). Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution or (2) to the extent income recognized by you is less than the income that would have been recognized if the yield on such interest were 110% of the applicable federal rate under Code Section 1274(d).

If you exchange an Exchangeable Certificate for several MACR Certificates and then sell one of the MACR Certificates, the sale will subject you to the coupon stripping rules of Code Section 1286. You must allocate your basis in the exchanged Exchangeable Certificate between the part of the Exchangeable Certificate underlying the MACR Certificate sold and the part of the Exchangeable Certificate underlying the MACR Certificates retained in proportion to their relative fair market values as of the date of such sale. You are treated as purchasing the interest retained for the amount of basis allocated to such interest. You must calculate OID with respect to the retained interest as described above.

Although the matter is not free from doubt, if you acquire in one transaction a combination of MACR Certificates that may be exchanged for a Exchangeable Certificate, you should be treated as owning the Exchangeable Certificate.

Exchanges of MACR Certificates and Exchangeable Certificates

An exchange of an interest in one or more Exchangeable Certificates for an interest in one or more MACR Certificates, or vice versa (or an exchange of an interest in one or more MACR Certificates for an interest in one or more other MACR Certificates), will not be a taxable exchange. After the exchange, you will be treated as continuing to own the interests in the Exchangeable Certificates that you owned immediately prior to the exchange.

Taxation of Certain Foreign Investors

Interest, including OID, distributable with respect to the Senior Class AF Regular Interests to an investor that is a non-U.S. person not engaged in a U.S. trade or business will be considered "portfolio interest" and, therefore, will not be subject to the 30% federal withholding tax provided that the non-U.S. person provides an IRS Form W-8BEN or W-8BEN-E (or an acceptable substitute form), signed under penalties of perjury, identifying the investor and stating, among other things, that the investor in the Guaranteed Certificate is a non-U.S. person. In the case of an Guaranteed Certificate held by a foreign partnership or foreign trust, the form described in the preceding sentence must be provided by the partners or beneficiaries, as the case may be, rather than by the foreign partnership or foreign trust. If this form is not provided, the 30% federal withholding tax may apply unless an income tax treaty reduces or eliminates such tax. If the interest is effectively connected with the

conduct of a trade or business within the United States by a non-U.S. person and the non-U.S. person provides an IRS Form W-8ECI (or an acceptable substitute form), the interest distributions will not be subject to the 30% federal withholding tax. The non-U.S. person, however, will be subject to federal income tax at regular rates and non-U.S. persons that are corporations for federal income tax purposes may also be subject to an additional branch profits tax.

Any portion of a Class Coupon payment that represents a Senior Additional Portion that is received by an investor that is a non-U.S. person not engaged in a U.S. trade or business will not be subject to federal withholding tax. If you are an investor in an Guaranteed Certificate and are a non-U.S. person, you should consult your tax advisors.

Backup Withholding

Distributions made on the Guaranteed Certificates and proceeds from the sale of the Guaranteed Certificates to or through certain brokers may be subject to a federal "backup" withholding tax on "reportable payments" (including interest accruals (and Senior Additional Portions, if any), OID and, under certain circumstances, distributions in reduction of principal amount) unless, in general, you comply with certain procedures or are an exempt recipient. Any amounts so withheld from distributions on the Guaranteed Certificates would be refunded by the IRS or allowed as a credit against your federal income tax.

Reporting and Administrative Matters

Reports will be made to the IRS and to holders of record of the Guaranteed Certificates that are not excepted from the reporting requirements.

Final regulations have been promulgated to implement the Foreign Account Tax Compliance Act (**"FATCA"**) provisions of the Hiring Incentive to Restore Employment Act. Investors should be aware that under the FATCA provisions and related administrative guidance, certain distributions in respect of the Guaranteed Certificates after June 30, 2014 received by a non-U.S. entity may be subject to withholding of federal income tax at a rate of 30% if such non-U.S. entity fails to take the required steps to provide certain information regarding its "United States accounts" or its direct or indirect "substantial U.S. owners". The required steps and the information to be provided will depend on whether the non-U.S. entity is considered a "foreign financial institution" for this purpose, and if an intergovernmental agreement exists between the United States and an applicable foreign country that may modify the applicable requirements. Investors should consult their tax advisors regarding the potential application and impact of the FATCA withholding rules based on their particular circumstances, including the applicability of any intergovernmental agreement modifying these rules.

Treasury Regulations require the Securities Administrator to file an annual information return with the IRS and to furnish to holders of the 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 Securities Administrator will be required to file IRS Form 1099 (or any successor form) with the IRS with respect to holders of the 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 Certificates through a middleman, to report the trust's gross income and, in certain circumstances, unless the Securities 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 holder. The same requirements would be imposed on middlemen holding such Certificates on behalf of the related holders. Under certain circumstances, the Securities 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 Securities Administrator make available information regarding interest income and information necessary to compute any OID to (i) exempt recipients (including middlemen) and non-calendar year taxpayers, upon request, in accordance with the requirements of the regulations and (ii) applicable holders 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.

Adoption of an Alternative Method or Index

In the event that the Guarantor designates an alternative method or index, the tax consequences with respect to the Certificates are unclear. Under general principles of federal income tax law, certain modifications of a debt instrument may cause a deemed exchange upon which gain or loss is realized if the modification constitutes a Significant Modification. In the absence of guidance from the IRS, it is possible that the designation of an alternative method or index could be treated as a Significant Modification, resulting in a deemed exchange upon which gain or loss may be realized. Proposed regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a Significant Modification if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a Significant Modification of the Certificates. Holders are advised to consult their own tax advisors regarding the adoption of an alternative method or index.

STATE AND LOCAL TAX CONSIDERATIONS

In addition to the federal income tax consequences described in *"Certain Federal Income Tax Consequences"* above, potential investors should consider the state and local income tax consequences of the acquisition, ownership, and disposition of the Guaranteed 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 or local taxing jurisdiction. Therefore, potential investors should consult their own tax advisors with respect to the various tax consequences of investments in the Guaranteed Certificates.

LEGAL INVESTMENT

If prospective investors' investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, prospective investors may be subject to restrictions on investment in the Certificates. Prospective investors should consult legal, tax and accounting advisers for assistance in determining the suitability of and consequences of the purchase, ownership and sale of the Certificates.

None of the Seller, the Underwriters, the Trustee, the Servicer, the Custodian, the Guarantor, the Collateral Administrator or the Securities Administrator or any of their respective affiliates have made or will make any representation as to (i) the proper characterization of the Certificates for legal investment or other purposes, (ii) the ability of particular prospective investors to purchase Certificates for legal investment or other purposes or (iii) the ability of particular prospective investors to purchase Certificates under applicable investment restrictions. Without limiting the generality of the foregoing, none of the Issuer, the Underwriters, the Securities Administrator or any of their respective affiliates have made or will make any representation as to the characterization of the Certificates as a United States or non-United States investment under any state insurance code or related regulations. None of the Issuer, the Underwriters, the Securities Administrator or any of their respective affiliates are aware of any published precedent that addresses such characterization. There can be no assurance as to the nature of any advice or other action that may result from such consideration or the effect, if any, such advice or other action resulting from such consideration may have on the Certificates.

CERTAIN ERISA CONSIDERATIONS

A Department of Labor regulation provides that if an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended (**"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 Guaranteed 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 Guaranteed Certificates.

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

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

DISTRIBUTION ARRANGEMENTS

We will offer the Guaranteed Certificates to or through the Underwriters under the terms and conditions set forth in the underwriting agreement, dated on or before the Closing Date (as amended, supplemented or replaced from time to time, the **"Underwriting Agreement"**), among us, Citigroup and Credit Suisse under which Citigroup is acting for itself and as representative of BoA Securities, J.P. Morgan, Mischler, Nomura and Wells Fargo Securities, in its capacity as an underwriter. Citigroup, Credit Suisse, BoA Securities, J.P. Morgan, Mischler, Nomura and Wells Fargo Securities are collectively referred to as the **"Underwriters"**.

The Underwriters will be acting as Freddie Mac's agents in the placing of the Guaranteed Certificates and the Underwriters' responsibility in this regard is limited to a "commercially reasonable best efforts" basis in placing the Guaranteed Certificates with no understanding, express or implied, on the Underwriters' part of a commitment to purchase or place the Guaranteed Certificates. Freddie Mac will sell the Guaranteed Certificates to each purchaser through the Underwriters as agents and the Underwriters will have no ownership interest in or title to the Guaranteed Certificates prior to the purchase thereof by the purchasers and, in the event any such

purchase is not consummated for any reason by a purchaser, will have no obligation to purchase any related Guaranteed Certificates from Freddie Mac for their own accounts; *provided, however*, that the Underwriters will have the right, but will not be obligated, to purchase Guaranteed Certificates as principals for their own accounts or to facilitate the sale of any Guaranteed Certificates to a purchaser by acting as initial purchaser. The Underwriting Agreement entitles the Underwriters or us to terminate such sale in certain circumstances before payment for the Guaranteed Certificates is made to us. Except under certain circumstances, any Underwriter may sell the Guaranteed Certificates it has purchased as principal to other dealers at a concession, in the form of a discount that other Underwriters receive. The concession may be all or a portion of the underwriting compensation. For a description of potential conflicts that exist among the parties involved in this transaction, see *"Risk Factors — Investment Factors and Risks Related to the Certificates — There May be Limited Liquidity of the Certificates, Which May Limit Investors' Ability to Sell the Certificates*".

The Underwriting Agreement provides that Freddie Mac will be required to indemnify the Underwriters against certain civil liabilities under the Securities Act or contribute to payments to be made in respect of such liabilities.

The Underwriters may make a secondary market in the Certificates, but are not obligated to do so. There can be no assurance that a secondary market for the Certificates will develop or, if it does develop, that it will continue.

On the Closing Date, Freddie Mac, as sponsor of the securitization in which the Certificates are to be issued, will not retain credit risk pursuant to the provisions of the Risk Retention Rule governing residential single family securitizations because FHFA, as conservator and in furtherance of the goals of the conservatorship, has exercised its authority under Section 1234.12(f)(3) of the Risk Retention Rule to direct Freddie Mac to sell or otherwise hedge the credit risk that Freddie Mac otherwise would be required to retain under the Risk Retention Rule and has instructed Freddie Mac to take such action necessary to effect this outcome.

Price Stabilization

In connection with this offering, the Underwriters, acting directly or through affiliates, may engage in transactions that stabilize, maintain or otherwise affect the market price of the Guaranteed Certificates. Such transactions may include stabilizing transactions pursuant to which the Underwriters, acting directly or through affiliates, may bid for or purchase Guaranteed Certificates in the open market or otherwise for the purpose of stabilizing the market price of the Guaranteed Certificates. An Underwriter, acting directly or through affiliates, may also create a short position for its account by selling more Guaranteed Certificates in connection with the offering than it is committed to purchase from Freddie Mac, and in such case may purchase Guaranteed Certificates in the open market following completion of the offering to cover all or a portion of such short position. Any of the transactions described in this paragraph may result in the maintenance of the price of the Guaranteed Certificates at a level above that which might otherwise prevail in the open market. None of the transactions described in this paragraph is required, and if any are undertaken, they may be discontinued at any time.

The Underwriters and their respective affiliates may engage in transactions with, or perform services for, the Issuer and their respective affiliates in the ordinary course of business.

Delivery and Settlement

It is expected that delivery of the Guaranteed Certificates to investors will be made in book-entry form through the Same-Day Funds Settlement System of DTC, which may include delivery through Clearstream and Euroclear, against payment therefor in immediately available funds. See *"Description of the Certificates — Form, Registration and Transfer of the Certificates"*.

Limited Liquidity

There currently is a limited secondary market for the Guaranteed Certificates, and there can be no assurance that such a market will provide investors with a sufficient level of liquidity of investment. The Underwriters will have no obligation to make a market in the Guaranteed Certificates. Even if an Underwriter engages in market-

making activities with respect to the Guaranteed Certificates, it may discontinue or limit such activities at any time. In addition, the liquidity of the Guaranteed Certificates may be affected by present uncertainties and future unfavorable developments concerning legal investment. Consequently, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Guaranteed Certificates for an indefinite period of time. See *"Risk Factors — Investment Factors and Risks Related to the Certificates — There May be Limited Liquidity of the Certificates, Which May Limit Investors' Ability to Sell the Certificates"*.

Freddie Mac may undertake various activities in an effort to support the Freddie Mac Seasoned Loans Structured Transaction Trust (**"SLST"**) securities presence in the market or to support the liquidity of such securities, including engaging in reverse repurchase transactions, which are agreements between a counterparty and Freddie Mac where we agree to purchase and subsequently resell SLST securities to that counterparty.

Selling Restrictions

The Guaranteed Certificates may be offered and sold outside of the United States, within the United States or simultaneously outside of and within the United States, only where it is legal to make such offers and sales. See *"Appendix D — Selling Restrictions"* for more information. The Underwriters have represented and agreed that, subject to compliance by the other transaction parties, they have complied and will comply with all applicable laws and regulations in each jurisdiction in which or from which they may purchase, offer, sell or deliver any Certificates or distribute this Offering Circular or any other offering material. The Underwriters also have agreed to comply with the selling restrictions set forth in *Appendix D* to this Offering Circular.

Notice to Canadian Investors

The Guaranteed 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 Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Guaranteed 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 for rescission or damages if this Offering Circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 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.

LEGAL MATTERS

Freddie Mac's General Counsel or one of its Deputy General Counsels will render an opinion on the legality of the Guaranteed Certificates. Certain tax matters with respect to the Guaranteed Certificates will be passed upon for the Issuer by Shearman & Sterling LLP.

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Schedule I

COMBINATIONS OF EXCHANGEABLE CERTIFICATES AND MACR CERTIFICATES

Combination	Class of Exchangeable or MACR Certificates	Initial Class Principal Amount or Initial Class Notional Amount[(1)]	Approximate Exchange Proportions	Class of MACR Certificates	Maximum Initial Class Principal Amount or Initial Class Notional Amount[(1)]	Approximate Exchange Proportions	Initial Class Coupon	CUSIP Number
1	A-1	$871,089,092	75.00%	A	$1,161,452,124	100.00%	2.750%	35564CGB7
	A-2	$290,363,032	25.00%					
2	A-1	$871,089,092	100.00%	A-1G	$871,089,092	100.00%	1.250%	35564CGZ4
				A-1IO	$326,658,409	37.4999999426%(2)	4.000%	35564CGP6
3	A-1G	$871,089,092	100.00%	A-1E	$871,089,092	100.00%	1.500%	35564CFV4
	A-1IO	$54,443,068	6.2499999904%(2)					
4	A-1G	$871,089,092	100.00%	A-1D	$871,089,092	100.00%	1.750%	35564CGN1
	A-1IO	$108,886,136	12.4999999808%(2)					
5	A-1G	$871,089,092	100.00%	A-1C	$871,089,092	100.00%	2.000%	35564CGQ4
	A-1IO	$163,329,204	18.7499999713%(2)					
6	A-1G	$871,089,092	100.00%	A-1B	$871,089,092	100.00%	2.250%	35564CGR2
	A-1IO	$217,772,272	24.9999999617%(2)					
7	A-2	$290,363,032	100.00%	A-2G	$290,363,032	100.00%	1.250%	35564CHA8
				A-2IO	$108,886,137	37.50%(2)	4.000%	35564CGT8
8	A-2G	$290,363,032	100.00%	A-2E	$290,363,032	100.00%	1.500%	35564CFW2
	A-2IO	$18,147,689	6.25%(2)					
9	A-2G	$290,363,032	100.00%	A-2D	$290,363,032	100.00%	1.750%	35564CGS0
	A-2IO	$36,295,379	12.50%(2)					
10	A-2G	$290,363,032	100.00%	A-2C	$290,363,032	100.00%	2.000%	35564CGU5
	A-2IO	$54,443,068	18.75%(2)					
11	A-2G	$290,363,032	100.00%	A-2B	$290,363,032	100.00%	2.250%	35564CGV3
	A-2IO	$72,590,758	25.00%(2)					
12	A-1IO	$326,658,409	75.00%(2)	A-IO	$435,544,546	100.00%(2)	4.000%	35564CGC5
	A-2IO	$108,886,137	25.00%(2)					
13	A-1B	$871,089,092	75.00%	AB	$1,161,452,124	100.00%	2.250%	35564CGY7
	A-2B	$290,363,032	25.00%					
14	A-1C	$871,089,092	75.00%	AC	$1,161,452,124	100.00%	2.000%	35564CGW1
	A-2C	$290,363,032	25.00%					
15	A-1D	$871,089,092	75.00%	AD	$1,161,452,124	100.00%	1.750%	35564CGX9
	A-2D	$290,363,032	25.00%					
16	A-1E	$871,089,092	75.00%	AE	$1,161,452,124	100.00%	1.500%	35564CFX0
	A-2E	$290,363,032	25.00%					
17	A-1G	$871,089,092	75.00%	AG	$1,161,452,124	100.00%	1.250%	35564CHB6
	A-2G	$290,363,032	25.00%					
18	M-1	$86,731,815	25.00%	SUB(3)	$346,927,260	100.00%	5.750%(5)	35564CGH4
	M-2	$86,731,815	25.00%					
	M-3	$86,731,815	25.00%					
	B	$86,731,815	25.00%					
	XS	$1,508,379,384	100.00%					
19	M-2	$86,731,815	33.3333333333%	MRR(4)	$260,195,445	100.00%	6.083%(5)	35564CGL5
	M-3	$86,731,815	33.3333333333%					
	B	$86,731,815	33.3333333333%					
	XS	$1,508,379,384	100.00%					

(1) Exchangeable Certificates and MACR Certificates in any combination shown above may be exchanged only in the proportion that the maximum *initial* Class Principal Amounts or *initial* Class Notional Amounts, as applicable, of such Certificates bear to one another as shown above.

(2) Represents an *initial* Class Notional Amount or a percentage of a Maximum Initial Class Principal Amount or Maximum Initial Class Notional Amount of the related MACR Certificate.

(3) The Class SUB Certificates will have a Class Principal Amount equal to the aggregate outstanding Class Principal Amount of the Class M-1, Class M-2, Class M-3 and Class B Certificates that were so exchanged. Additionally, the Class SUB Certificates will have a Class Notional Amount equal to the outstanding Class Notional Amount of the Class XS Certificates that were so exchanged. On the Closing Date, the maximum initial Class Principal Amount of the Class SUB Certificates will be $346,927,260 and the maximum initial Class Notional Amount of the Class SUB Certificates will be $1,508,379,384.

(4) The Class MRR Certificates will have a Class Principal Amount equal to the aggregate outstanding Class Principal Amount of the Class M-2, Class M-3 and Class B Certificates that were so exchanged. Additionally, the Class MRR Certificates will have a Class Notional Amount equal to the outstanding Class Notional Amount of the Class XS Certificates that were so exchanged. On the Closing Date, the maximum initial Class Principal Amount of the Class MRR Certificates will be $260,195,445 and the maximum initial Class Notional Amount of the Class MRR Certificates will be $1,508,379,384.

(5) The Class SUB and Class MRR Certificates are also entitled to any related Excess Servicing Amount received on the Mortgage Loans.

Appendix A

The Mortgage Pool Stratifications as of the Cut-Off Date

Product Type

Product Type	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Fixed-Rate	8,715	1,239,244,655	82.16	142,197	71,924,188	4.821	469	380	603	72
Step-Rate	1,207	228,303,161	15.14	189,149	33,429,298	4.011	425	329	622	70
Adjustable-Rate	263	40,831,569	2.71	155,253	42,331	4.125	N/A	192	634	55
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Unpaid Principal Balance ($)

Unpaid Principal Balance ($)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0.01 to 50,000.00	1,348	42,641,988	2.83	31,634	576,150	6.421	414	226	601	39
50,000.01 to 100,000.00	2,599	195,831,168	12.98	75,349	4,924,262	5.414	448	321	597	58
100,000.01 to 150,000.00	2,160	266,391,929	17.66	123,330	12,493,432	4.898	455	351	601	66
150,000.01 to 200,000.00	1,470	255,168,144	16.92	173,584	14,218,447	4.584	458	370	606	69
200,000.01 to 250,000.00	1,026	229,537,367	15.22	223,721	16,994,196	4.473	462	378	608	73
250,000.01 to 300,000.00	681	186,239,292	12.35	273,479	15,303,260	4.364	466	388	607	77
300,000.01 to 350,000.00	430	138,783,197	9.20	322,752	12,074,522	4.353	469	389	620	77
350,000.01 to 400,000.00	261	97,268,006	6.45	372,674	11,611,829	4.204	476	405	620	82
400,000.01 to 450,000.00	126	52,972,814	3.51	420,419	8,827,275	4.046	477	426	616	93
450,000.01 to 500,000.00	42	19,877,439	1.32	473,272	4,101,015	3.952	478	424	603	103
Greater than or equal to 500,000.01	42	23,668,041	1.57	563,525	4,271,429	3.942	478	431	628	97
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Initial Principal Forbearance Amount ($)

Initial Principal Forbearance Amount ($)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
None	6,373	837,766,291	55.54	131,456	0	4.837	453	356	606	61
0.01 to 50,000.00	3,032	438,802,906	29.09	144,724	34,066,985	4.634	467	365	604	75
50,000.01 to 100,000.00	548	143,669,752	9.52	262,171	38,484,361	4.032	478	415	610	95
100,000.01 to 150,000.00	170	62,659,005	4.15	368,582	20,324,421	4.073	478	412	625	105
150,000.01 to 200,000.00	39	16,185,938	1.07	415,024	6,714,564	4.056	476	406	631	116
200,000.01 to 250,000.00	13	4,878,428	0.32	375,264	2,874,951	4.273	476	388	618	121
250,000.01 to 300,000.00	7	2,939,735	0.19	419,962	1,885,434	3.807	480	398	575	138
300,000.01 to 350,000.00	2	983,292	0.07	491,646	641,767	4.307	480	393	648	83
400,000.01 to 450,000.00	1	494,039	0.03	494,039	403,335	5.000	480	353	546	50
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

BPO Current Loan-to-Value Ratio (%)

BPO Current Loan-to-Value Ratio (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Less than or equal to 50.00	3,462	328,385,398	21.77	94,854	4,447,156	5.310	438	303	607	38
50.01 to 60.00	1,597	231,143,625	15.32	144,736	5,840,331	4.896	450	345	608	55
60.01 to 70.00	1,559	261,867,994	17.36	167,972	10,880,320	4.650	463	374	607	65
70.01 to 80.00	1,189	212,683,512	14.10	178,876	13,662,534	4.480	468	387	606	75
80.01 to 90.00	908	171,930,670	11.40	189,351	16,474,014	4.242	470	401	607	85
90.01 to 100.00	530	106,836,999	7.08	201,579	13,799,514	4.241	473	405	608	95
100.01 to 110.00	341	70,716,753	4.69	207,381	11,204,124	4.207	474	416	606	105
110.01 to 120.00	192	41,634,694	2.76	216,847	8,816,432	4.108	477	419	599	115
120.01 to 130.00	142	31,491,952	2.09	221,774	6,819,213	4.086	479	423	602	125
130.01 to 140.00	69	15,990,099	1.06	231,741	3,597,235	3.973	472	417	612	134
140.01 to 150.00	55	10,830,574	0.72	196,920	3,245,681	4.078	475	418	624	145
Greater than or equal to 150.01	141	24,867,115	1.65	176,363	6,609,264	4.142	479	422	611	183
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

AVM Current Loan-to-Value Ratio (%)

AVM Current Loan-to-Value Ratio (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Less than or equal to 50.00	4,296	418,897,596	27.77	97,509	6,056,560	5.300	438	306	606	44
50.01 to 60.00	1,869	283,996,724	18.83	151,951	8,458,856	4.783	457	357	608	61
60.01 to 70.00	1,517	266,974,318	17.70	175,988	13,775,866	4.535	467	388	607	72
70.01 to 80.00	1,090	214,395,863	14.21	196,693	16,728,399	4.267	471	401	603	83
80.01 to 90.00	662	139,556,916	9.25	210,811	18,133,690	4.154	473	407	610	92
90.01 to 100.00	367	81,868,932	5.43	223,076	14,802,262	4.077	474	417	610	104
100.01 to 110.00	184	46,250,764	3.07	251,363	11,008,894	4.087	477	423	605	114
110.01 to 120.00	85	22,554,987	1.50	265,353	6,024,485	3.981	475	421	615	129
120.01 to 130.00	58	17,049,218	1.13	293,952	4,939,686	3.951	473	423	610	133
130.01 to 140.00	21	6,015,195	0.40	286,438	1,829,916	3.795	480	436	593	144
140.01 to 150.00	15	4,988,638	0.33	332,576	1,439,478	3.986	480	442	633	153
Greater than or equal to 150.01	21	5,830,233	0.39	277,630	2,197,724	4.000	477	427	627	175
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Current Mortgage Rate (%)

Current Mortgage Rate (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Less than or equal to 2.500	115	21,424,809	1.42	186,303	2,790,774	2.020	450	399	613	78
2.501 to 3.000	163	33,136,707	2.20	203,293	3,451,623	2.962	445	357	618	73
3.001 to 3.500	540	98,818,474	6.55	182,997	7,509,886	3.435	458	384	614	78
3.501 to 4.000	2,117	403,068,810	26.72	190,396	41,333,785	3.900	469	411	607	82
4.001 to 4.500	1,665	299,443,388	19.85	179,846	20,635,289	4.284	462	387	607	76
4.501 to 5.000	1,594	269,948,619	17.90	169,353	25,531,335	4.776	458	371	608	71
5.001 to 5.500	586	78,871,200	5.23	134,592	2,774,968	5.306	450	330	611	58
5.501 to 6.000	903	99,567,241	6.60	110,263	513,503	5.827	459	302	601	51
6.001 to 6.500	902	91,426,169	6.06	101,359	373,490	6.332	462	295	601	54
6.501 to 7.000	731	60,585,177	4.02	82,880	260,196	6.801	455	281	600	55
7.001 to 7.500	442	30,211,591	2.00	68,352	140,210	7.306	450	270	598	52
7.501 to 8.000	208	12,256,896	0.81	58,927	33,640	7.787	446	260	598	48
8.001 to 8.500	115	5,658,200	0.38	49,202	29,461	8.322	460	230	600	42
8.501 to 9.000	65	2,631,783	0.17	40,489	11,792	8.773	437	244	605	44
9.001 to 9.500	15	465,411	0.03	31,027	3,087	9.357	440	205	599	36
9.501 to 10.000	14	534,737	0.04	38,195	2,777	9.755	458	294	577	28
10.001 to 10.500	4	162,516	0.01	40,629	0	10.244	454	375	669	36
10.501 to 11.000	3	88,965	0.01	29,655	0	10.724	480	282	598	26
11.501 to 12.000	2	56,571	0.00	28,286	0	11.874	N/A	110	590	68
13.501 to 14.000	1	22,120	0.00	22,120	0	13.850	480	465	629	39
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Current Credit Score

Current Credit Score	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Not Available	328	35,464,022	2.35	108,122	2,736,765	4.834	455	334	N/A	64
401 to 450	7	765,034	0.05	109,291	98,634	4.995	456	373	438	88
451 to 500	313	43,544,118	2.89	139,119	3,440,891	4.761	470	385	485	73
501 to 550	1,680	234,649,651	15.56	139,672	16,635,392	4.741	467	378	530	72
551 to 600	2,957	423,814,618	28.10	143,326	25,013,936	4.726	464	371	576	70
601 to 650	2,716	410,804,501	27.23	151,253	28,460,702	4.684	462	368	625	71
651 to 700	1,618	259,981,859	17.24	160,681	17,995,408	4.613	455	357	673	72
701 to 750	448	81,068,848	5.37	180,957	8,290,368	4.517	454	357	717	74
751 to 800	101	15,598,514	1.03	154,441	2,358,146	4.544	428	331	770	74
801 to 850	17	2,688,221	0.18	158,131	365,576	4.714	446	334	812	61
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Loan Ages from Origination (months)

Loan Ages from Origination (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Less than or equal to 36	10	1,090,674	0.07	109,067	13,557	4.319	278	268	583	69
37 to 48	38	6,995,786	0.46	184,100	215,478	4.392	420	367	603	74
49 to 60	60	8,912,118	0.59	148,535	105,107	4.462	436	359	595	66
61 to 72	121	19,713,521	1.31	162,922	260,418	4.443	449	365	604	66
73 to 84	186	31,128,534	2.06	167,358	706,405	4.507	454	372	594	68
85 to 96	243	40,636,915	2.69	167,230	799,009	4.080	457	371	602	69
97 to 108	144	24,686,116	1.64	171,431	530,356	4.301	460	383	607	68
109 to 120	156	28,885,627	1.92	185,164	214,417	4.736	472	363	613	61
121 to 132	170	30,489,253	2.02	179,349	810,391	4.755	480	383	609	65
133 to 144	345	54,703,119	3.63	158,560	2,523,609	4.799	462	364	614	64
145 to 156	1,862	313,617,301	20.79	168,430	28,522,678	4.625	463	377	605	79
157 to 168	2,457	434,368,915	28.80	176,788	42,682,134	4.544	465	379	609	79
169 to 180	1,371	220,801,993	14.64	161,052	18,137,818	4.623	462	368	610	72
181 to 192	877	118,400,394	7.85	135,006	4,567,744	4.675	455	350	609	61
193 to 204	686	78,181,988	5.18	113,968	2,795,631	4.912	458	345	603	53
205 to 216	390	35,346,973	2.34	90,633	1,208,268	5.089	455	331	604	53
217 to 228	268	18,068,877	1.20	67,421	434,077	5.975	448	312	597	50
229 to 240	167	10,710,583	0.71	64,135	160,705	6.505	449	307	584	46
241 to 252	110	6,041,797	0.40	54,925	188,321	6.744	438	276	586	45
253 to 264	176	10,949,202	0.73	62,211	131,396	6.092	442	305	605	43
265 to 276	100	5,464,789	0.36	54,648	147,601	6.458	456	327	596	39
277 to 288	53	2,550,542	0.17	48,123	137,171	6.447	438	266	623	44
289 to 300	73	2,567,303	0.17	35,169	9,676	7.192	441	233	597	28
Greater than or equal to 301	122	4,067,066	0.27	33,337	93,850	6.819	444	295	618	29
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Loan Age from Modification (months)

Loan Age from Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Not Modified	1,802	168,971,285	11.20	93,769	0	5.676	N/A	190	615	51
Less than or equal to 12	797	154,545,245	10.25	193,909	15,439,719	4.371	458	410	615	80
13 to 24	967	153,455,983	10.17	158,693	10,165,404	4.662	465	438	592	74
25 to 36	1,952	287,891,812	19.09	147,486	15,475,502	4.739	471	399	597	72
37 to 48	1,382	201,096,035	13.33	145,511	7,493,759	4.571	474	380	602	72
49 to 60	570	97,596,315	6.47	171,222	6,602,419	4.249	471	415	609	77
61 to 72	697	111,398,750	7.39	159,826	7,528,473	4.535	468	402	612	74
73 to 84	589	101,938,343	6.76	173,070	11,212,173	4.435	461	382	612	77
85 to 96	474	80,218,037	5.32	169,236	12,469,499	4.035	449	359	613	74
97 to 108	206	36,589,676	2.43	177,620	4,801,728	4.288	422	320	609	68
109 to 120	298	50,119,519	3.32	168,186	4,538,340	4.817	426	311	628	67
121 to 132	295	47,981,581	3.18	162,649	9,666,759	4.985	431	306	618	67
133 to 144	96	12,298,317	0.82	128,107	1,372	4.743	460	321	606	65
145 to 156	17	1,070,623	0.07	62,978	669	5.998	388	238	614	53
157 to 168	13	1,314,592	0.09	101,122	0	6.031	372	212	578	57
169 to 180	11	669,193	0.04	60,836	0	6.513	326	151	619	39
181 to 192	7	480,394	0.03	68,628	0	7.336	325	138	644	43
193 to 204	3	131,762	0.01	43,921	0	6.480	374	173	654	42
205 to 216	5	453,334	0.03	90,667	0	7.445	418	205	669	39
217 to 228	1	29,150	0.00	29,150	0	8.000	328	107	N/A	12
Greater than or equal to 229	3	129,438	0.01	43,146	0	8.644	360	123	618	32
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Original Term since Modification (months)

Original Term since Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Not Modified / DPM Only	2,680	259,036,958	17.17	96,656	1,290,538	5.705	N/A	195	608	53
1 to 240	205	14,123,179	0.94	68,894	111,688	4.980	200	151	628	41
241 to 270	72	8,034,345	0.53	111,588	48,102	4.291	256	191	629	52
271 to 300	172	22,163,321	1.47	128,857	67,588	4.448	288	200	626	57
301 to 330	234	34,825,657	2.31	148,828	199,136	4.481	316	219	621	59
331 to 360	197	25,567,120	1.70	129,782	125,353	4.918	347	257	615	57
361 to 390	81	15,029,765	1.00	185,553	387,390	4.162	375	298	622	69
391 to 420	96	18,580,646	1.23	193,548	1,602,244	4.144	406	333	623	70
421 to 450	106	19,816,552	1.31	186,949	1,647,932	4.060	436	371	626	73
451 to 480	6,328	1,089,063,636	72.20	172,102	99,663,042	4.459	480	424	604	77
Greater than or equal to 481	14	2,138,206	0.14	152,729	252,802	4.304	481	369	654	71
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Remaining Term to Maturity (months)

Remaining Term to Maturity (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Less than or equal to 120	652	23,901,707	1.58	36,659	231,578	6.104	180	84	611	27
121 to 180	895	74,528,013	4.94	83,272	375,230	5.620	258	160	612	44
181 to 240	1,623	203,016,402	13.46	125,087	874,365	5.484	302	204	612	57
241 to 300	409	67,148,313	4.45	164,177	306,011	4.544	359	272	616	63
301 to 360	505	88,684,119	5.88	175,612	10,987,417	4.581	452	342	621	70
361 to 420	2,345	413,405,533	27.41	176,292	54,235,661	4.454	477	398	611	77
421 to 480	3,756	637,695,298	42.28	169,780	38,385,555	4.420	480	447	599	77
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Modification Flag Status

Modification Flag Status	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Yes	8,383	1,339,408,100	88.80	159,777	105,395,817	4.553	461	389	606	74
No	1,802	168,971,285	11.20	93,769	0	5.676	N/A	190	615	51
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Occupancy Type at Origination

Occupancy Type at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Principal Residence	9,666	1,438,732,418	95.38	148,845	100,880,632	4.676	461	368	606	71
Investment Property	345	41,847,857	2.77	121,298	2,258,604	5.052	466	349	610	69
Second Home	174	27,799,109	1.84	159,765	2,256,582	4.765	461	345	624	73
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Loan Purpose at Origination

Loan Purpose at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Cash-out Refinance	3,535	553,614,917	36.70	156,610	39,172,652	4.694	461	368	608	69
Purchase	3,570	495,969,883	32.88	138,927	41,488,908	4.729	462	366	607	74
No Cash-out Refinance	3,072	458,505,165	30.40	149,253	24,715,256	4.638	461	367	605	71
Refinance - Not Specified	8	289,420	0.02	36,178	19,000	5.825	388	268	628	17
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Property Type at Origination

Property Type at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
Single Family	8,400	1,210,442,498	80.25	144,100	80,685,587	4.727	462	367	606	70
Planned Unit Development	1,213	222,973,953	14.78	183,820	18,037,372	4.493	458	372	608	73
Condominium	441	64,688,679	4.29	146,686	6,094,228	4.542	457	360	619	77
Manufactured Housing	115	8,577,162	0.57	74,584	539,705	5.204	462	338	578	71
Co-Op	12	1,301,953	0.09	108,496	0	5.075	410	291	593	51
Leasehold	4	395,140	0.03	98,785	38,924	4.388	480	247	579	100
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Judicial Foreclosure State

Judicial Foreclosure State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
No	5,601	826,747,561	54.81	147,607	45,146,957	4.725	462	363	605	66
Yes	4,584	681,631,824	45.19	148,698	60,248,860	4.642	460	372	609	77
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Geographic Concentration of the Mortgaged Properties (State)

Geographic Concentration of the Mortgaged Properties (State)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
California	826	194,674,057	12.91	235,683	12,839,333	4.514	462	365	616	60
Florida	1,080	184,204,669	12.21	170,560	25,276,135	4.400	444	376	620	78
New York	507	103,476,612	6.86	204,096	6,722,585	4.637	465	367	615	67
Georgia	783	94,054,064	6.24	120,120	7,150,051	4.662	458	360	606	71
New Jersey	391	79,099,999	5.24	202,302	7,384,315	4.446	469	389	606	87
Illinois	478	76,369,335	5.06	159,768	9,996,952	4.377	468	375	613	92
Maryland	339	69,167,448	4.59	204,034	6,251,297	4.375	468	390	598	85
Texas	660	62,193,932	4.12	94,233	1,271,648	5.305	437	337	596	54
Massachusetts	283	57,048,555	3.78	201,585	2,199,541	4.602	467	368	608	64
Pennsylvania	473	50,907,950	3.38	107,628	1,843,753	4.975	467	361	592	71
Virginia	283	44,083,940	2.92	155,774	1,498,426	4.715	461	361	592	71
Michigan	362	34,980,406	2.32	96,631	2,287,845	4.990	463	348	603	69
Arizona	222	33,205,921	2.20	149,576	2,158,508	4.714	468	359	613	66
North Carolina	312	32,952,424	2.18	105,617	1,012,785	4.965	468	367	595	66
Connecticut	171	31,263,655	2.07	182,828	2,445,267	4.580	470	380	602	89
Other	3,015	360,696,418	23.91	119,634	15,057,376	4.915	467	363	600	68
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Current Delinquency Status

Current Delinquency Status	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)	Temporary Forbearance Plan (%)
Current	6,284	923,833,577	61.25	147,014	65,301,609	4.679	459	364	616	71	5.97
30 - 59 Days	2,322	330,200,203	21.89	142,205	21,044,714	4.756	464	363	591	71	17.59
60 - 89 Days	1,067	164,766,583	10.92	154,420	10,628,282	4.725	468	380	582	71	38.94
90 - 119 Days	291	54,620,618	3.62	187,700	4,918,327	4.482	462	392	604	76	100
Bankruptcy Current	131	22,009,829	1.46	168,014	2,421,997	4.318	466	391	630	79	0.00
Bankruptcy 30 - 59 Days	55	7,865,850	0.52	143,015	730,777	4.559	469	370	606	78	6.13
Bankruptcy 60 - 89 Days	35	5,082,724	0.34	145,221	350,111	4.719	463	354	618	74	0.83
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**	**15.42**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Clean Pay History (months)

Clean Pay History (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
None	3,770	562,535,978	37.29	149,214	37,672,211	4.718	465	371	590	71
1 to 5	3,939	602,426,425	39.94	152,939	47,080,943	4.633	458	370	613	72
6 to 11	2,304	314,719,434	20.86	136,597	18,186,400	4.782	461	359	620	68
Greater than or equal to 12	172	28,697,547	1.90	166,846	2,456,262	4.220	463	341	657	72
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Times 30+ Days Delinquent in the Past 12 Months

Number of Times 30+ Days Delinquent in the Past 12 Months	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	172	28,697,547	1.90	166,846	2,456,262	4.220	463	341	657	72
1	924	139,479,577	9.25	150,952	10,000,817	4.559	457	367	642	69
2	947	139,376,627	9.24	147,177	9,930,808	4.667	460	364	629	70
3	1,035	162,393,430	10.77	156,902	13,890,658	4.653	455	373	632	74
4	999	147,568,336	9.78	147,716	12,291,457	4.682	461	362	618	73
5	1,014	148,972,616	9.88	146,916	11,330,219	4.660	458	364	615	72
6	832	113,115,721	7.50	135,956	7,261,499	4.731	463	366	598	70
7	802	115,221,848	7.64	143,668	7,610,715	4.690	464	372	598	72
8	749	104,270,367	6.91	139,213	6,035,835	4.773	463	364	589	68
9	700	102,209,531	6.78	146,014	5,400,600	4.703	467	380	583	71
10	625	92,279,586	6.12	147,647	5,710,182	4.812	465	371	571	71
11	485	70,745,807	4.69	145,868	4,317,581	4.749	465	374	574	69
12	901	144,048,390	9.55	159,876	9,159,183	4.782	466	361	575	71
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Times 60+ Days Delinquent in the Past 12 Months

Number of Times 60+ Days Delinquent in the Past 12 Months	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	4,769	693,833,920	46.00	145,488	48,259,975	4.693	460	358	621	70
1	1,330	180,399,662	11.96	135,639	12,698,005	4.735	463	366	602	71
2	1,223	190,802,964	12.65	156,012	15,393,409	4.613	456	371	610	73
3	862	130,412,150	8.65	151,290	9,313,254	4.690	462	371	596	73
4	591	93,553,062	6.20	158,296	6,080,001	4.670	461	372	602	72
5	391	59,663,896	3.96	152,593	4,002,133	4.695	467	379	579	69
6	299	45,542,473	3.02	152,316	2,458,181	4.642	472	391	576	71
7	251	38,435,046	2.55	153,128	2,183,637	4.772	468	389	565	72
8	173	27,267,111	1.81	157,613	1,535,211	4.699	467	396	577	71
9	98	15,874,959	1.05	161,989	968,782	4.753	473	404	567	73
10	72	12,002,541	0.80	166,702	1,211,102	4.590	473	398	559	79
11	43	6,137,235	0.41	142,726	297,755	4.836	468	379	553	64
12	83	14,454,367	0.96	174,149	994,373	4.810	469	364	566	73
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Times 90+ Days Delinquent in the Past 12 Months

Number of Times 90+ Days Delinquent in the Past 12 Months	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	8,352	1,196,456,683	79.32	143,254	79,311,273	4.718	461	361	609	70
1	942	158,864,563	10.53	168,646	14,208,333	4.586	456	377	609	73
2	404	71,761,395	4.76	177,627	6,034,319	4.601	463	390	596	71
3	190	31,871,290	2.11	167,744	2,339,429	4.575	467	387	603	77
4	101	17,367,342	1.15	171,954	1,404,633	4.470	468	416	572	77
5	112	19,819,748	1.31	176,962	1,537,141	4.459	476	441	574	78
6	49	7,784,708	0.52	158,872	327,195	4.490	477	446	573	79
7	25	3,430,260	0.23	137,210	196,805	4.543	480	456	584	77
8	9	935,111	0.06	103,901	36,687	5.135	480	374	572	58
9	1	88,285	0.01	88,285	0	4.125	401	295	507	32
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Times 30+ Days Delinquent in the Past 24 Months

Number of Times 30+ Days Delinquent in the Past 24 Months	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	67	12,088,619	0.80	180,427	1,756,111	4.264	465	397	648	81
1	323	54,542,538	3.62	168,862	4,478,114	4.414	453	366	658	70
2	368	53,656,866	3.56	145,807	4,708,560	4.527	450	362	651	72
3	473	81,514,457	5.40	172,335	8,349,385	4.520	447	374	648	76
4	437	67,583,414	4.48	154,653	6,298,718	4.559	453	368	635	74
5	560	89,212,943	5.91	159,309	7,885,259	4.550	458	370	632	73
6	501	73,790,478	4.89	147,286	6,072,842	4.538	460	369	621	73
7	460	68,423,087	4.54	148,746	5,914,798	4.605	465	370	612	72
8	472	66,880,524	4.43	141,696	3,835,060	4.716	464	367	616	72
9	493	67,733,627	4.49	137,391	3,905,856	4.722	461	360	611	70
10	500	69,241,374	4.59	138,483	4,490,950	4.774	461	362	603	70
11	475	68,012,942	4.51	143,185	3,681,246	4.836	468	364	603	71
12	505	69,570,576	4.61	137,764	3,601,076	4.820	464	365	598	67
13	525	75,279,982	4.99	143,390	4,817,846	4.682	463	368	598	71
14	477	69,764,075	4.63	146,256	4,145,574	4.749	465	369	593	69
15	517	70,092,829	4.65	135,576	4,234,397	4.765	463	361	591	68
16	468	67,094,575	4.45	143,364	3,667,026	4.721	468	371	590	71
17	438	59,839,565	3.97	136,620	3,810,494	4.845	463	365	587	70
18	366	53,682,441	3.56	146,673	3,522,913	4.759	468	382	584	71
19	366	53,656,137	3.56	146,601	2,873,284	4.883	464	371	587	66
20	326	50,164,605	3.33	153,879	3,463,714	4.611	468	377	579	74
21	279	40,398,200	2.68	144,796	2,240,014	4.775	465	368	570	67
22	271	43,358,174	2.87	159,993	2,823,852	4.752	467	366	578	73
23	185	28,552,872	1.89	154,340	1,813,344	4.832	464	357	565	72
24	333	54,244,484	3.60	162,896	3,005,384	4.808	464	347	579	69
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Times 60+ Days Delinquent in the Past 24 Months

Number of Times 60+ Days Delinquent in the Past 24 Months	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	3,301	477,251,125	31.64	144,578	34,536,470	4.674	458	353	626	71
1	1,106	159,949,311	10.60	144,620	12,668,510	4.678	460	362	612	71
2	1,089	165,379,479	10.96	151,864	14,275,635	4.642	454	364	618	74
3	796	119,000,747	7.89	149,498	8,115,256	4.718	459	363	607	71
4	644	96,913,997	6.43	150,488	6,271,780	4.701	460	371	606	72
5	506	76,125,958	5.05	150,447	4,032,798	4.723	466	367	590	71
6	453	63,047,826	4.18	139,178	2,872,924	4.724	466	375	594	66
7	393	56,301,037	3.73	143,260	3,629,680	4.755	469	386	587	70
8	357	54,618,840	3.62	152,994	3,097,911	4.636	467	384	584	69
9	284	41,959,945	2.78	147,746	2,973,673	4.669	467	381	584	73
10	243	38,267,503	2.54	157,479	3,196,594	4.587	470	395	577	75
11	214	33,235,447	2.20	155,306	1,477,706	4.791	469	392	579	68
12	190	29,152,445	1.93	153,434	2,034,106	4.690	468	387	577	72
13	151	22,505,295	1.49	149,042	1,073,337	4.662	476	405	571	70
14	107	16,723,821	1.11	156,297	1,051,552	4.616	470	397	583	72
15	75	12,007,569	0.80	160,101	913,003	5.080	474	384	569	72
16	78	13,065,921	0.87	167,512	933,742	4.624	478	418	579	76
17	47	8,030,032	0.53	170,852	562,547	4.643	452	369	580	77
18	52	8,606,173	0.57	165,503	627,275	4.998	477	395	566	69
19	32	4,883,861	0.32	152,621	464,171	4.590	471	405	566	70
20	13	2,045,754	0.14	157,366	97,810	4.472	480	371	576	68
21	18	3,118,156	0.21	173,231	127,108	4.761	474	385	569	66
22	16	3,104,249	0.21	194,016	238,083	4.651	459	382	562	84
23	3	438,132	0.03	146,044	5,277	5.702	480	233	567	45
24	17	2,646,764	0.18	155,692	118,871	5.582	465	321	562	65
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Times 90+ Days Delinquent in the Past 24 Months

Number of Times 90+ Days Delinquent in the Past 24 Months	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	6,899	979,983,424	64.97	142,047	66,299,457	4.720	459	353	611	70
1	1,080	177,229,276	11.75	164,101	15,170,447	4.590	456	371	613	74
2	602	97,504,765	6.46	161,968	7,677,210	4.603	462	385	601	72
3	385	60,020,417	3.98	155,897	3,598,221	4.645	467	390	598	72
4	281	45,242,527	3.00	161,005	3,789,918	4.665	472	403	587	72
5	265	41,010,123	2.72	154,755	2,664,717	4.647	473	426	583	74
6	219	33,322,006	2.21	152,155	1,472,177	4.708	473	425	576	70
7	151	23,748,731	1.57	157,276	1,186,918	4.624	472	420	584	74
8	97	16,088,752	1.07	165,863	1,140,033	4.632	475	424	589	72
9	82	14,955,995	0.99	182,390	1,167,284	4.660	479	426	581	73
10	48	7,961,362	0.53	165,862	629,512	4.701	473	407	582	73
11	40	5,813,758	0.39	145,344	165,380	4.888	480	375	612	68
12	14	1,662,916	0.11	118,780	9,329	5.191	480	340	579	58
13	14	2,995,752	0.20	213,982	312,738	4.734	480	417	584	74
14	2	140,611	0.01	70,306	0	6.132	480	319	588	54
15	2	388,218	0.03	194,109	66,602	4.742	480	424	562	47
16	1	145,372	0.01	145,372	45,700	2.000	480	435	584	110
17	2	131,761	0.01	65,881	0	5.166	480	398	644	62
18	1	33,619	0.00	33,619	175	5.250	480	411	603	6
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Number of Remaining Steps of Step-Rate Mortgage Loans

Number of Remaining Steps of Step-Rate Mortgage Loans	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0	898	162,065,353	70.99	180,474	24,550,324	4.371	420	311	623	66
1	211	44,690,254	19.57	211,802	6,263,799	3.550	434	364	620	79
2	86	19,279,661	8.44	224,182	2,273,170	2.372	442	384	615	78
3	12	2,267,893	0.99	188,991	342,005	2.000	470	425	633	68
Total/Weighted Average:	**1,207**	**228,303,161**	**100.00**	**189,149**	**33,429,298**	**4.011**	**425**	**329**	**622**	**70**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Last Step Rate of Step-Rate Mortgage Loans (%)

Last Step Rate of Step-Rate Mortgage Loans (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
3.250	6	1,111,143	0.49	185,191	112,272	3.250	447	355	626	60
3.375	79	13,175,467	5.77	166,778	1,903,723	3.267	420	334	630	63
3.500	65	12,939,463	5.67	199,069	1,563,528	3.268	432	348	613	71
3.625	84	17,834,675	7.81	212,318	1,983,880	2.942	432	361	612	69
3.750	46	9,382,175	4.11	203,960	1,176,635	3.081	425	354	606	71
3.875	87	16,072,839	7.04	184,745	1,709,683	3.381	420	339	616	69
4.000	68	13,887,922	6.08	204,234	1,864,856	3.658	425	336	606	73
4.125	96	20,590,511	9.02	214,484	3,027,425	3.664	430	350	636	76
4.250	84	17,124,047	7.50	203,858	2,020,668	3.890	423	340	616	80
4.275	1	289,356	0.13	289,356	70,791	4.275	480	363	591	66
4.375	75	14,118,903	6.18	188,252	1,767,443	4.214	417	326	626	71
4.500	59	11,130,909	4.88	188,659	2,033,783	4.362	429	329	627	66
4.625	64	11,838,365	5.19	184,974	1,192,305	4.578	414	302	634	62
4.750	103	17,855,933	7.82	173,359	2,726,686	4.750	415	297	633	66
4.875	76	14,467,254	6.34	190,359	3,391,378	4.875	430	312	623	72
5.000	148	25,405,530	11.13	171,659	4,432,017	5.000	431	308	618	67
5.040	2	169,795	0.07	84,898	0	5.040	303	184	610	44
5.125	38	6,425,091	2.81	169,081	1,294,382	5.125	416	291	634	71
5.250	18	3,216,821	1.41	178,712	619,791	5.250	438	313	629	61
5.375	6	1,114,117	0.49	185,686	423,558	5.375	424	296	662	68
5.625	1	139,789	0.06	139,789	114,496	5.625	480	356	628	87
7.850	1	13,055	0.01	13,055	0	7.850	117	13	532	7
Total/Weighted Average:	**1,207**	**228,303,161**	**100.00**	**189,149**	**33,429,298**	**4.011**	**425**	**329**	**622**	**70**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Temporary Forbearance Plan

Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
No	8,838	1,275,830,636	84.58	144,357	86,263,018	4.714	461	364	607	71
Yes	1,347	232,548,749	15.42	172,642	19,132,799	4.544	463	383	606	73
Total/Weighted Average:	**10,185**	**1,508,379,385**	**100.00**	**148,098**	**105,395,817**	**4.688**	**461**	**367**	**607**	**71**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Temporary Forbearance Plan Start Date

Forbearance Plan Start Date	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
April 2020	822	150,212,988	64.59	182,741	12,840,952	4.491	462	383	617	73
May 2020	162	25,817,695	11.10	159,368	1,865,249	4.646	467	384	596	70
June 2020	121	19,636,956	8.44	162,289	1,692,997	4.607	469	389	584	77
July 2020	116	17,055,805	7.33	147,033	1,114,128	4.656	464	379	586	71
August 2020	126	19,825,305	8.53	157,344	1,619,474	4.642	464	379	572	74
Total/Weighted Average:	**1,347**	**232,548,749**	**100.00**	**172,642**	**19,132,799**	**4.544**	**463**	**383**	**606**	**73**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Clean Pay History (months) of Mortgage Loans in a Temporary Forbearance Plan

Clean Pay History (months) of Mortgage Loans in a Temporary Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
None	1,029	177,401,657	76.29	172,402	14,907,711	4.562	464	383	603	74
1 to 5	274	48,259,474	20.75	176,129	3,796,501	4.453	461	386	615	69
6 to 11	43	6,663,047	2.87	154,955	428,587	4.701	457	356	611	69
Greater than or equal to 12	1	224,572	0.10	224,572	0	5.125	480	427	681	55
Total/Weighted Average:	**1,347**	**232,548,749**	**100.00**	**172,642**	**19,132,799**	**4.544**	**463**	**383**	**606**	**73**

* Weighted by Interest Bearing Unpaid Principal Balance.
** Calculation excludes all non-modified and DPM Only Loans.

Index of Adjustable-Rate Mortgage Loans

Index of Adjustable-Rate Mortgage Loans	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
1 Year LIBOR	168	28,992,512	71.01	172,574	22,248	4.094	198	637	56
6 Month LIBOR	49	8,367,687	20.49	170,769	16,233	4.230	189	634	58
1 Year CMT	44	3,333,710	8.16	75,766	3,850	4.052	160	608	37
12 Month Moving Average of 1 Year Monthly CMT	1	71,051	0.17	71,051	0	5.202	99	654	8
11th District COFI Monthly	1	66,608	0.16	66,608		6.750	112	564	24
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Gross Margin of Adjustable-Rate Mortgage Loans (%)

Gross Margin of Adjustable-Rate Mortgage Loans (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
2.150 to 2.500	169	28,162,923	68.97	166,645	16,688	3.876	195	638	56
2.501 to 3.000	93	12,637,482	30.95	135,887	25,643	4.678	187	626	52
Greater than equal to 3.001	1	31,163	0.08	31,163	0	5.125	61	N/A	14
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Subsequent Adjustment Cap of Adjustable-Rate Mortgage Loans

Subsequent Adjustment Cap of Adjustable-Rate Mortgage Loans	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
1	14	2,277,710	5.58	162,694	0	3.599	190	640	64
2	248	38,399,487	94.04	154,837	42,331	4.160	193	633	54
5	1	154,372	0.38	154,372	0	3.000	167	718	39
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Minimum Rate of Adjustable-Rate Mortgage Loans (%)

Minimum Rate of Adjustable-Rate Mortgage Loans (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
0.000	223	34,034,338	83.35	152,620	26,098	4.021	193	636	54
2.001 to 2.500	24	4,320,071	10.58	180,003	0	3.601	188	623	61
2.501 to 3.000	5	577,727	1.41	115,545	0	4.355	195	664	65
6.001 to 6.500	1	126,649	0.31	126,649	0	6.500	198	614	31
6.501 to 7.000	7	1,105,389	2.71	157,913	16,233	6.780	185	623	63
7.001 to 7.500	2	446,864	1.09	223,432	0	7.250	181	603	50
8.501 to 9.000	1	220,531	0.54	220,531	0	9.000	200	618	59
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Maximum Rate of Adjustable-Rate Mortgage Loans (%)

Maximum Rate of Adjustable-Rate Mortgage Loans (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
8.375 to 8.500	2	567,224	1.39	283,612	0	3.691	270	644	68
8.501 to 9.000	4	717,785	1.76	179,446	0	3.516	214	618	48
9.001 to 9.500	14	1,566,342	3.84	111,882	0	3.845	190	637	38
9.501 to 10.000	20	2,215,084	5.42	110,754	0	3.963	180	652	38
10.001 to 10.500	27	3,557,520	8.71	131,760	2,821	3.800	181	630	49
10.501 to 11.000	45	7,996,226	19.58	177,694	13,867	4.146	192	638	57
11.001 to 11.500	45	7,734,968	18.94	171,888	5,560	4.146	197	637	57
11.501 to 12.000	42	6,724,170	16.47	160,099	0	3.805	193	626	54
12.001 to 12.500	22	3,066,789	7.51	139,400	3,850	4.236	191	620	58
12.501 to 13.000	28	4,277,192	10.48	152,757	16,233	4.782	190	654	59
13.001 to 13.500	11	1,882,462	4.61	171,133	0	4.270	187	627	67
13.501 to 14.000	1	298,689	0.73	298,689	0	4.000	194	534	63
14.001 to 14.500	1	6,585	0.02	6,585	0	4.250	54	567	2
14.501 to 15.000	1	220,531	0.54	220,531	0	9.000	200	618	59
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Periodic Adjustment Frequency of Adjustable-Rate Mortgage Loans

Periodic Adjustment Frequency of Adjustable-Rate Mortgage Loans	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
6	49	8,367,687	20.49	170,769	16,233	4.230	189	634	58
12	214	32,463,881	79.51	151,700	26,098	4.097	193	634	54
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Next Rate Reset of Adjustable-Rate Mortgage Loans (months)

Next Rate Reset of Adjustable-Rate Mortgage Loans (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance ($)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance ($)	Aggregate Initial Principal Forbearance Amount ($)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average BPO Loan-to-Value Ratio (%)
1	18	2,648,469	6.49	147,137	0	4.648	193	626	54
2	34	5,905,701	14.46	173,697	0	4.547	195	642	56
3	28	3,588,632	8.79	128,165	2,821	4.309	185	645	52
4	28	4,486,968	10.99	160,249	13,867	4.154	186	633	50
5	29	5,176,222	12.68	178,490	0	4.280	193	618	57
6	32	5,375,444	13.16	167,983	16,233	4.384	192	632	60
7	19	2,361,277	5.78	124,278	0	4.161	197	613	48
8	16	2,088,534	5.11	130,533	0	4.152	202	622	50
9	13	2,628,561	6.44	202,197	0	3.637	204	645	72
10	15	2,566,709	6.29	171,114	0	3.383	196	645	57
11	15	2,163,571	5.30	144,238	0	3.206	181	659	49
12	16	1,841,481	4.51	115,093	9,410	3.125	190	631	42
Total/Weighted Average:	**263**	**40,831,569**	**100.00**	**155,253**	**42,331**	**4.125**	**192**	**634**	**55**

* Weighted by Interest Bearing Unpaid Principal Balance.

Appendix B

[Reserved]

Appendix C

[Reserved]

Appendix D

Selling Restrictions

Canada

Each Underwriter has represented, warranted and agreed that:

(a) the sale and delivery of any Guaranteed Certificates to any purchaser who is located or resident in Canada or otherwise subject to the laws of Canada (each such purchaser, a **"Canadian Purchaser"**) by such Underwriter shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable securities laws, regulations, rules, instruments, rulings and orders, including those applicable in each of the provinces and territories of Canada (as defined in this section, the **"Securities Laws"**);

(b) (i) the Underwriter is an investment dealer as defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations (**"NI 31-103"**); or (ii) any sale and delivery of any Guaranteed Certificates to a Canadian Purchaser will be made through (A) an affiliate of the relevant Underwriter that is a registered investment dealer, exempt market dealer or restricted dealer; or (B) in compliance with the international dealer exemption from the dealer registration requirements, and otherwise in compliance with the representations, warranties, and agreements set out herein;

(c) each Canadian Purchaser is entitled under the Securities Laws to acquire the Guaranteed Certificates without a prospectus qualified under the Securities Laws, and such purchaser, (A) is a "permitted client" as defined in section 1.1 of NI 31-103 and an "accredited investor" as defined in section 73.3 of the Securities Act (Ontario) and National Instrument 45-106 Prospectus Exemptions (**"NI 45-106"**) and is a person to which an Underwriter relying on the international dealer exemption from the dealer registration requirements or an Underwriter registered as a restricted dealer may sell the Guaranteed Certificates, or (B) is an "accredited investor" as defined in section 73.3 of the Securities Act (Ontario) and NI 45-106 who is purchasing the Guaranteed Certificates from a registered investment dealer or exempt market dealer;

(d) it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it that such Canadian Purchaser is resident in Canada; (ii) has represented to it which categories set forth in the relevant definition of "accredited investor" as defined in section 73.3 of the Securities Act (Ontario) and NI 45-106 or "permitted client" in section 1.1 of NI 31-103, or both, as applicable, correctly describes such Canadian Purchaser; and (iii) consents to disclosure of all required information about the purchase to the relevant Canadian securities regulators or regulatory authorities;

(e) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than this Offering Circular with respect to the private placement of the Guaranteed Certificates in Canada) within the meaning of the Securities Laws;

(f) it has not made and it will not make any written or oral representations to any Canadian Purchaser:

(i) that any person will resell or repurchase the Guaranteed Certificates purchased by such Canadian Purchaser;

(ii) that the Guaranteed Certificates will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods;

(iii) that any person will refund the purchase price of the Guaranteed Certificates; or

(iv) as to the future price or value of the Guaranteed Certificates; and

(g) it will inform each Canadian Purchaser that:

(i) we are not a "reporting issuer" and are not, and may never be, a reporting issuer in any province or territory of Canada and there currently is no public market in Canada for any of the Guaranteed Certificates, and one may never develop;

(ii) the Guaranteed Certificates will be subject to resale restrictions under applicable Securities Law; and

(iii) such Canadian Purchaser's name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws.

European Economic Area and United Kingdom

Each Underwriter has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Guaranteed Certificates to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **"MiFID II"**); (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation 2017/1129/EU; and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Guaranteed Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Guaranteed Certificates.

Japan

The Guaranteed Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **"FIEA"**) and, accordingly, each Underwriter undertakes that it will not offer or sell any Guaranteed Certificates directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Korea

The Issuer is not making any representation with respect to eligibility of any recipients of this Offering Circular to acquire the Guaranteed Certificates referred to herein under the laws of Korea. The Guaranteed Certificates offered under this Offering Circular have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Service and Capital Markets Act (**"FSCMA"**) and are therefore subject to certain transfer restrictions. The Guaranteed Certificates may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea (as defined in the Foreign Exchange Transaction Law of Korea) except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

People's Republic of China ("PRC", for the sole purpose herein, excluding Hong Kong, Macau Special Administrative Regions and Taiwan)

The Guaranteed Certificates may not be offered or sold directly or indirectly within the People's Republic of China ("**PRC**" which, for such purposes, does not include the Hong Kong or Macau Special Administrative Regions or Taiwan). The offering material or information contained herein relating to the Guaranteed Certificates, which has not been and will not be submitted to or approved/verified by or registered with any relevant governmental authorities in the PRC (including but not limited to the China Securities Regulatory Commission (**"CSRC"**)), may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Guaranteed Certificates in the PRC. The offering material or information contained herein relating to the Guaranteed Certificates does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. The Guaranteed Certificates may only be purchased by PRC investors that are authorized to engage in the purchase of Guaranteed Certificates of the type being offered or sold, including but not limited to those that are authorized to engage in the purchase and sale of foreign exchange for themselves and on behalf of their customers and/or the purchase and sale of government bonds or financial bonds and/or the purchase and sale of debt securities denominated in foreign currency other than stocks. PRC investors are

responsible for informing themselves about and observing all legal and regulatory restrictions, obtaining all relevant approvals/licences, verification and/or registrations themselves from relevant governmental authorities (including but not limited to the People's Bank of China, CSRC, the State Administration of Foreign Exchange, the China Banking and Insurance Regulatory Commission and other regulatory bodies), and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

Singapore

This Offering Circular has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore (the **"MAS"**), and the Guaranteed Certificates will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the **"SFA"**). Accordingly, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Guaranteed Certificates may not be circulated or distributed, nor may the Guaranteed Certificates be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Guaranteed Certificates are subscribed or purchased in reliance of an exemption under Section 274 or 275 of the SFA, the Guaranteed Certificates shall not be sold within the period of six months from the date of the initial acquisition of the Guaranteed Certificates, except to any of the following persons:

(i) an institutional investor (as defined in Section 4A of the SFA);

(ii) a relevant person (as defined in Section 275(2) of the SFA); or

(iii) any person pursuant to an offer referred to in Section 275(1A) of the SFA, unless expressly specified otherwise in Section 276(7) of the SFA or Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Where the Guaranteed Certificates are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable within six months after that corporation or that trust has acquired the Guaranteed Certificates pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person (as defined in Section 275(2) of the SFA), or (in the case of such corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the SFA or (in the case of such trust) where the transfer arises from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Spain

The Guaranteed Certificates may not be offered or sold in Spain other than by institutions authorized under the consolidated text of the Securities Market Law approved by Royal Legislative Decree 4/2015 of 23 October *(Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores)* (the "**Spanish Securities Market Law**"), Royal Decree 217/2008 of 15 February on the legal regime applicable to investment services companies *(Real Decreto 217/2008, de 15 de febrero, sobre el régimen jurĺdico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión)* and related legislation to provide investment services in Spain and in accordance with the provisions of the Spanish Securities Market Law and further developing legislation.

Neither the Guaranteed Certificates nor this Offering Circular have been registered with the Spanish Securities Markets Commission *(Comisión Nacional del Mercado de Valores)*. Accordingly, the Guaranteed Certificates may not be offered, sold or distributed, nor may any subsequent resale of Guaranteed Certificates be carried out in Spain, except in circumstances which do not require the registration of a prospectus in Spain or without complying with all legal and regulatory requirements under Spanish securities laws.

Taiwan

The Guaranteed Certificates have not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan, the Republic of China through a public offering or in circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission of Taiwan, the Republic of China. No person or entity in Taiwan, the Republic of China has been authorized to offer or sell the Guaranteed Certificates in Taiwan, the Republic of China.

United Kingdom

Each of the Underwriters has represented and agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity, within the meaning of section 21 of the United Kingdom Financial Services and Markets Act 2000, as amended (the **"FSMA"**), received by it in connection with the issue or sale of any Guaranteed Certificates in circumstances in which section 21(1) of the FSMA does not apply to the Issuer 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 Guaranteed Certificates in, from or otherwise involving the United Kingdom.

Appendix E

Representations and Warranties

The Seller will make the following representations and warranties with respect to the Mortgage Loans as of the Closing Date (the **"Representations and Warranties"**). Each of the Representations and Warranties (a) through (l) and (n) will be made by the Seller to the best of the Seller's knowledge, which means that the Seller will make such Representation and Warranty without any independent investigation or due inquiry. If it is discovered during the Warranty Period that the substance of any such Representation or Warranty is inaccurate and such inaccuracy is determined to constitute a Material Breach in accordance with the procedures described herein, then notwithstanding the Seller's lack of knowledge with respect to the substance of such Representation or Warranty being inaccurate at the time such Representation or Warranty was made, such inaccuracy will be deemed a Material Breach. These Representations and Warranties will expire at the end of the Warranty Period, except for the REMIC-related Representation, letter (m) below, which will not expire. Schedule I hereto identifies the Existing Liens, as of the Cut-Off Date for certain Mortgage Loans.

Solely with respect to each Mortgage Loan sold by it hereunder, the Seller represents, warrants and covenants to the Purchaser that to the best of its knowledge without any independent investigation or due inquiry having occurred, as of the Closing Date or such other date set forth herein:

(a) **Data.** The information set forth in the mortgage loan schedule is true and correct in all material respects as of the Cut-Off Date;

(b) **Regulatory Compliance**. At the time of origination, the Mortgage Loan complied in all material respects with all applicable federal, state, county and municipal laws regarding the origination or delivery of residential mortgage loans, including (without limitation) truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, predatory and abusive lending laws, licensing, environmental and hazardous conditions, usury, zoning, and disclosure laws such that no Material Adverse Effect could reasonably be expected to have occurred, or such noncompliance was cured, as permitted by applicable law; *provided* that it makes such representation and warranty solely with respect to the Mortgage Loan in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of such applicable federal, state and local laws;

(c) **No Encumbrances or Pledges.** Immediately prior to the transfer and assignment contemplated hereunder, Seller was the sole owner and holder of the Mortgage Loans free and clear of pledges, financing statements, repurchase agreements, hypothecations, security agreements and similar encumbrances and it has full right and authority to sell and assign the same;

(d) **Title, Lien Priority**. Except with respect to the liens identified in Schedule I hereto, as of the Cut-Off Date, or if a valid and enforceable lien is identified as prior to the related Mortgage but as to which a lender's title policy, an attorney's opinion of title or title guaranty insures such Mortgage as a first priority lien, (A) the related Mortgage constitutes a valid, existing and enforceable (subject to bankruptcy laws and general principles of equity) first lien and first priority security interest with respect to each Mortgage Loan on the mortgaged property, including all improvements on the mortgaged property subject only to (i) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording which are acceptable to mortgage lending institutions generally that do not individually or in the aggregate materially interfere with the benefits of the security to be provided by the Mortgage, and (ii) other matters to which like properties are commonly subject that do not individually or in the aggregate materially interfere with the benefits of the security to be provided by the Mortgage, and (B) any security agreement, chattel mortgage, or equivalent document related to and delivered to the Purchaser or the Securitization Custodian with any Mortgage establishes in it a valid and subsisting first lien on the property described therein, and it had full right to sell and assign the same. For the avoidance of doubt, Seller makes such representation and warranty solely with respect to a Mortgage Loan in respect of which the statute of limitations period for enforcement of a superior lien has not expired as of the Closing Date;

(e) **Mortgage Loan Instrument**. The mortgage note (or lost note affidavit, if applicable), the related mortgage, and other agreements required to be executed by the mortgagor at the closing of the Mortgage Loan in connection therewith are the valid and binding obligation of the maker thereof, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law). Further, the related mortgage contains customary and enforceable provisions allowing the holder of the mortgage note to enforce it, including by foreclosure of the Mortgage against the mortgaged property, subject to any limitation arising from any bankruptcy, insolvency, or other applicable law;

(f) **Rescission**. No action has been taken that would give rise to any right of rescission, reformation, set off, counterclaim or defense, including the defense of usury with respect to the mortgage note and/or the Mortgage, *provided* that the Seller makes such representation and warranty solely with respect to the Mortgage Loan in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of applicable federal, state and local laws;

(g) **Taxes Paid**. Except with respect to the liens identified in Schedule I hereto, as of the Cut-Off Date, all properly assessed property taxes and insurance premiums that previously became due have been paid or an escrow of funds has been established, to the extent permitted by law, in an amount sufficient to pay for any such item that remains unpaid and that has been assessed and is due and payable;

(h) **High-Cost Loans.** No Mortgage Loan is a High-Cost Loan; *provided* that the Seller makes such representation and warranty solely with respect to each Mortgage Loan sold by it hereunder as of the Closing Date for any claim or dispute arising from an alleged violation of applicable state, federal, or local laws, regulations, and other requirements pertaining to High-Cost Loans;

(i) **1-4 Family; U.S.** The Mortgage Loan was secured, at the time of origination, by one-to-four family residential real property located within one of the fifty (50) United States, the District of Columbia, Guam, Puerto Rico or the U.S. Virgin Islands;

(j) **Hazard Insurance**. With respect to the Mortgage Loan, the improvements upon a mortgaged property are covered by a valid and existing fire and hazard insurance policy that is consistent with Guide Chapter 8202;

(k) **Flood Insurance.** For each Mortgage Loan with respect to which the mortgaged property is located in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and flood insurance has been made available, a valid and existing flood insurance policy that is consistent with Guide Chapter 8202 is in effect;

(l) **Non-routine Litigation.** There is no litigation (i.e., court action, suit, or legal proceeding) filed and pending as of the Cut-Off Date that the Seller knew or should have known of with respect to any Mortgage Loan, other than with respect to any foreclosure, bankruptcy or eviction proceeding (including counterclaims or contested foreclosures or evictions), litigation related to title or lien priority if a title policy insures title and superior lien priority without exceptions for the subject title issue or lien;

(m) **Mortgage Loan Qualifies for REMIC**. The Mortgage Loan is a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Internal Revenue Code of 1986, as amended; and

(n) **Damage / Condemnation.** With respect to the Mortgage Loan, (A) the related mortgaged property is not damaged by water, fire, earthquake, earth movement other than earthquake, windstorm, flood, tornado or similar casualty (excluding casualty from the presence of hazardous wastes or hazardous substances), except to the extent insured by a hazard or flood insurance policy, in a manner which (i) materially affects in an adverse manner the value of the mortgaged property as security for the Mortgage Loan or (ii) materially affects in an adverse manner the use for which the premises was intended, or (B) there is no proceeding commenced declaring the mortgaged property is subject to (i) total condemnation or (ii) partial condemnation wherein such partial condemnation involves a material portion of the structure(s) on the mortgaged property.

Schedule I to Appendix E

Schedule of Existing Liens

This Schedule I identifies certain Mortgage Loans that, as of the Cut-Off Date have existing liens (**"Existing Liens"**) in the amounts shown in the following table.

A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST00096	$ 2,666.46	$2,666.46	
2002SLST00098			$ 6,091.67
2002SLST00105	$ 153.08	$ 0.00	
2002SLST00125			$ 6,075.93
2002SLST00133			$ 473.70
2002SLST00167	$ 2,276.00	$ 0.00	
2002SLST00323			$ 905.96
2002SLST00328			$ 546.42
2002SLST00352			$ 600.00
2002SLST00385	$ 1,035.00	$ 890.00	
2002SLST00435	$ 9,633.50	$3,150.00	
2002SLST00448			$ 198.63
2002SLST00466	$ 1,215.48	$ 0.00	$ 3,907.66
2002SLST00468			$ 1,239.60
2002SLST00486	$ 3,587.14	$1,500.00	
2002SLST00495			$ 314.00
2002SLST00516			$ 4,523.42
2002SLST00542	$ 7,806.00	$ 800.00	
2002SLST00585	$ 1,017.67	$ 556.00	
2002SLST00627			$ 661.33
2002SLST00668	$ 1,972.27	$ 285.00	
2002SLST00692			$ 3,768.02
2002SLST00693			$ 690.00
2002SLST00749			$ 558.22
2002SLST00801	$ 3,104.20	$ 461.00	
2002SLST00818	$ 1,096.55	$1,096.55	
2002SLST00819			$ 131.57
2002SLST00853			$ 454.23
2002SLST00874	$ 430.00	$ 440.00	
2002SLST00913	$ 609.00	$ 948.00	
2002SLST00949			—
2002SLST00961	$ 1,065.00	$2,436.00	
2002SLST01005	$ 360.00	$ 0.00	
2002SLST01033			$ 925.72
2002SLST01042	$10,311.20	$1,287.00	
2002SLST01064	$ 822.00	$ 0.00	
2002SLST01086	$ 967.12	$1,795.00	
2002SLST01090	$ 1,567.98	$1,567.98	$ 1,496.25
2002SLST01159	$ 588.33	$1,488.90	
2002SLST01195	$ 2,041.25	$ 0.00	
2002SLST01212	$ 2,216.72	$ 0.00	
2002SLST01288	$ 1,028.12	$ 270.00	
2002SLST01309	$ 3,976.09	$ 792.00	
2002SLST01320			$ 477.89
2002SLST01406			$ 539.47
2002SLST01409			$ 823.91
2002SLST01412			$ 112.95
2002SLST01435	$ 1,198.84	$ 650.00	
2002SLST01456	$ 2,819.74	$ 995.00	
2002SLST01492	$ 2,868.13	$ 0.00	
2002SLST01493			$ 2,065.02

* A dash "—" means that a lien was identified and filed, but no dollar amount was yet associated with such lien.

A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST01542	$ 2,047.24	$ 0.00	
2002SLST01551	$ 1,067.80	$1,067.80	
2002SLST01624	$ 1,663.00	$1,663.00	
2002SLST01640			$ 1,529.89
2002SLST01689	$ 3,356.68	$1,260.00	
2002SLST01748			$ 230.00
2002SLST01807			$ 822.98
2002SLST01852			$ 6,446.37
2002SLST01912	$ 6,230.64	$ 452.00	
2002SLST01920	$14,107.83	$1,284.00	
2002SLST01925	$ 568.53	$ 198.00	
2002SLST01930	$ 1,457.40	$ 0.00	
2002SLST01942	$ 5,804.00	$1,552.50	
2002SLST01957	$ 1,445.90	$ 540.00	
2002SLST01968	$ 1,859.48	$1,893.84	
2002SLST01981			$ 732.84
2002SLST01983			$ 7,224.35
2002SLST02059	$ 1,337.20	$ 900.00	
2002SLST02091			—
2002SLST02097			$ 8,673.07
2002SLST02103	$ 548.41	$1,665.00	
2002SLST02123	$11,632.50	$ 188.00	
2002SLST02147			$ 10,250.58
2002SLST02165			$ 4,918.29
2002SLST02190	$ 9,441.14	$1,410.00	
2002SLST02191	$ 558.22	$ 0.00	
2002SLST02198			$ 1,498.78
2002SLST02215	$ 6,156.11	$3,051.00	
2002SLST02228	$ 552.58	$1,750.00	
2002SLST02343	$ 367.00	$ 367.00	
2002SLST02441			$ 312.68
2002SLST02458			$ 4,674.18
2002SLST02490			$ 1,164.69
2002SLST02558			$ 627.97
2002SLST02584			$ 569.32
2002SLST02598	$ 181.00	$ 210.00	
2002SLST02629			$ 1,124.93
2002SLST02638	$ 749.69	$ 0.00	
2002SLST02664	$ 3,665.01	$ 0.00	
2002SLST02683			$ 295.10
2002SLST02716	$ 697.06	$ 697.06	
2002SLST02730	$ 8,316.92	$ 328.00	
2002SLST02731			$ 2,322.57
2002SLST02754			$ 641.48
2002SLST02776	$15,607.02	$1,400.00	
2002SLST02781	$ 5,755.81	$3,640.00	
2002SLST02788	$ 1,123.34	$ 329.00	
2002SLST02796	$35,370.04	$1,788.00	
2002SLST02800			$ 3,400.00
2002SLST02807	$ 864.00	$ 0.00	
2002SLST02877	$14,447.44	$ 0.00	
2002SLST02990			$ 3,754.98
2002SLST03008			$ 1,275.00
2002SLST03017	$ 930.50	$ 0.00	
2002SLST03021			$ 8,887.54
2002SLST03036	$ 2,450.29	$2,136.00	
2002SLST03042	$16,486.23	$ 839.20	
2002SLST03104	$ 3,481.19	$1,360.00	
2002SLST03105	$ 1,271.82	$ 0.00	

* A dash “—” means that a lien was identified and filed, but no dollar amount was yet associated with such lien.

A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST03119	$ 2,734.67	$ 162.00	
2002SLST03126			$ 1,905.98
2002SLST03132	$ 1,750.00	$ 0.00	
2002SLST03159	$ 1,448.77	$ 0.00	
2002SLST03181	$ 1,930.88	$ 0.00	
2002SLST03197			$ 9,842.93
2002SLST03234	$ 471.00	$ 471.00	
2002SLST03241	$ 8,363.43	$ 980.00	
2002SLST03247	$ 637.06	$ 70.00	
2002SLST03253	$ 1,545.24	$ 0.00	
2002SLST03292			$ 678.00
2002SLST03395	$ 424.20	$ 100.00	
2002SLST03434	$17,261.00	$2,000.00	
2002SLST03465			$ 96.78
2002SLST03472			$ 2,871.00
2002SLST03495	$ 1,428.97	$ 250.00	
2002SLST03518	$ 1,968.50	$ 0.00	
2002SLST03546			$ 631.20
2002SLST03571	$ 511.58	$ 0.00	
2002SLST03586	$ 4,551.91	$ 360.00	
2002SLST03640			$ 301.64
2002SLST03658			$ 145.57
2002SLST03659			$ 2,372.03
2002SLST03661	$ 1,200.00	$1,365.00	
2002SLST03678	$ 4,369.87	$ 0.00	
2002SLST03707			$ 696.55
2002SLST03714			$ 254.75
2002SLST03723			$ 801.71
2002SLST03744			$ 247.97
2002SLST03746			$ 1,454.29
2002SLST03762	$ 1,200.00	$ 0.00	
2002SLST03779			$ 355.35
2002SLST03780			$ 186.10
2002SLST03783			$ 10,843.52
2002SLST03790	$ 5,110.51	$ 558.00	
2002SLST03896	$ 6,292.85	$1,632.00	
2002SLST03909			$ 884.15
2002SLST03978	$ 9,586.29	$ 240.64	
2002SLST03980	$14,518.66	$1,200.00	
2002SLST03991	$ 3,280.36	$1,800.00	
2002SLST04135			$ 7,112.56
2002SLST04160	$ 583.00	$ 840.00	
2002SLST04180	$ 966.18	$ 966.18	
2002SLST04208	$ 9,396.55	$1,440.00	
2002SLST04243	$ 2,691.00	$ 0.00	
2002SLST04306	$ 4,583.25	$1,093.85	
2002SLST04333	$ 6,208.45	$ 600.00	
2002SLST04346			$ 16,907.47
2002SLST04363	$ 3,367.60	$1,500.00	
2002SLST04385			$ 899.10
2002SLST04400	$18,407.12	$ 0.00	
2002SLST04422			$ 544.94
2002SLST04455	$ 1,010.00	$1,010.00	
2002SLST04489			$ 467.51
2002SLST04532			$ 1,008.47
2002SLST04563	$ 470.74	$ 840.00	
2002SLST04571			—
2002SLST04582			$ 813.35
2002SLST04686	$ 6,548.90	$ 366.67	

* A dash “—” means that a lien was identified and filed, but no dollar amount was yet associated with such lien.

A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST04711			$ 9,204.63
2002SLST04780	$ 4,656.76	$ 0.00	
2002SLST04830			$ 3,602.01
2002SLST04831			$ 854.80
2002SLST04872	$ 607.25	$ 0.00	
2002SLST04948			$ 2,003.00
2002SLST04962	$ 2,086.68	$2,004.00	
2002SLST05010			$ 2,878.14
2002SLST05035			$ 603.48
2002SLST05135	$ 1,842.00	$1,020.00	
2002SLST05158			$ 1,861.56
2002SLST05160			$ 7,158.25
2002SLST05167			$ 265.00
2002SLST05213	$ 1,219.35	$ 360.00	
2002SLST05218			$ 235.00
2002SLST05227			$ 126.02
2002SLST05232	$ 335.00	$ 335.00	
2002SLST05286			$ 13,233.80
2002SLST05298	$ 1,638.67	$ 0.00	
2002SLST05377	$ 1,443.90	$1,640.00	
2002SLST05385	$ 1,635.00	$ 0.00	
2002SLST05394			$ 483.00
2002SLST05434			$ 3,626.39
2002SLST05460	$ 3,127.50	$ 980.00	
2002SLST05461			$ 1,280.91
2002SLST05540			$ 50.00
2002SLST05552			$ 285.42
2002SLST05594	$ 5,223.95	$2,127.50	
2002SLST05611	$ 595.27	$ 612.00	
2002SLST05623			$ 1,162.50
2002SLST05668	$ 4,321.04	$2,090.00	
2002SLST05675			$ 818.64
2002SLST05677			—
2002SLST05688			$ 381.55
2002SLST05697	$ 5,486.36	$ 344.00	
2002SLST05702			$ 357.43
2002SLST05726	$ 1,029.93	$1,029.93	
2002SLST05728			$ 3,311.79
2002SLST05731			$ 1,060.51
2002SLST05739	$ 381.02	$ 90.00	
2002SLST05769	$ 658.00	$2,064.00	
2002SLST05772			$ 425.12
2002SLST05776	$ 943.12	$ 225.00	
2002SLST05784			$ 2,111.50
2002SLST05800	$13,671.50	$1,900.00	
2002SLST05911			$ 32.77
2002SLST05913	$10,599.94	$1,200.00	
2002SLST05949			$ 678.00
2002SLST05974			$ 717.43
2002SLST05980			$ 2,541.98
2002SLST05995			$ 2,169.91
2002SLST06006			$ 993.19
2002SLST06010	$ 1,393.81	$ 0.00	
2002SLST06012	$ 1,057.85	$ 884.00	
2002SLST06029	$ 3,440.75	$ 972.00	
2002SLST06046	$ 2,997.40	$1,087.50	
2002SLST06070	$ 1,990.60	$ 675.00	$ 135.68
2002SLST06084			$ 20.01
2002SLST06113			$ 624.00

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A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST06169			$ 3,342.58
2002SLST06188	$23,229.51	$1,040.00	
2002SLST06247			$ 137.70
2002SLST06252	$ 6,195.00	$1,200.00	
2002SLST06296	$ 315.00	$ 420.00	
2002SLST06306			$ 1,702.25
2002SLST06328	$ 7,449.95	$1,500.00	
2002SLST06336	$ 214.00	$ 0.00	
2002SLST06356	$ 1,617.23	$1,446.00	
2002SLST06360			$ 1,038.71
2002SLST06394	$ 9,535.00	$3,353.40	$ 1,805.84
2002SLST06420	$ 2,717.97	$1,947.50	
2002SLST06431	$ 1,590.00	$1,620.00	
2002SLST06453	$ 1,372.34	$ 500.00	
2002SLST06467			$ 398.43
2002SLST06480	$ 1,437.63	$ 990.00	
2002SLST06520	$ 1,719.78	$1,836.00	
2002SLST06542	$ 4,986.58	$2,820.00	
2002SLST06555			$ 232.12
2002SLST06559	$ 1,243.47	$ 0.00	
2002SLST06571	$ 1,514.80	$ 0.00	
2002SLST06657			$ 8,485.53
2002SLST06686			$ 332.34
2002SLST06704			$ 262.73
2002SLST06722	$ 3,625.40	$1,000.00	
2002SLST06770			$ 112.95
2002SLST06794	$ 1,706.99	$ 400.00	
2002SLST06821	$ 862.17	$ 808.00	
2002SLST06831			$ 1,432.15
2002SLST06855	$ 1,554.87	$2,199.96	
2002SLST06857	$ 1,813.92	$1,440.00	
2002SLST06860			$ 774.46
2002SLST06899			$ 8,206.94
2002SLST06924			$ 672.43
2002SLST06931			—
2002SLST06933			$ 465.48
2002SLST06949			$ 1,009.74
2002SLST06957			$ 80.66
2002SLST06975	$ 2,881.02	$ 240.00	
2002SLST06992	$24,779.46	$2,655.00	
2002SLST07024			$ 1,083.37
2002SLST07038	$ 927.80	$ 360.00	
2002SLST07045	$ 4,045.62	$1,296.00	
2002SLST07080	$ 961.54	$ 810.00	
2002SLST07101			$ 603.23
2002SLST07129	$ 2,129.93	$ 0.00	
2002SLST07135			$ 1,077.95
2002SLST07137	$ 2,923.42	$ 733.50	
2002SLST07175	$ 5,109.45	$ 0.00	
2002SLST07278	$ 3,253.24	$3,253.24	
2002SLST07292	$ 2,275.99	$ 0.00	
2002SLST07309			$ 1,206.52
2002SLST07320			$ 690.00
2002SLST07348			$ 429.45
2002SLST07373	$ 2,193.62	$ 711.00	
2002SLST07386	$ 3,679.61	$ 0.00	
2002SLST07417			$ 2,055.22
2002SLST07424			$ 1,742.87
2002SLST07442			$ 677.69

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A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST07488	$ 1,162.00	$1,162.00	
2002SLST07514			$ 11,395.97
2002SLST07538			$ 4,125.56
2002SLST07550			$ 741.90
2002SLST07558			$ 72.19
2002SLST07563	$ 810.00	$ 810.00	
2002SLST07591			$ 211.02
2002SLST07623	$ 417.56	$ 360.00	
2002SLST07650			$ 7,000.00
2002SLST07739			$ 4,101.56
2002SLST07881			$ 1,837.85
2002SLST07930			$ 387.25
2002SLST07931			$ 3,006.19
2002SLST07977			$ 675.53
2002SLST08066	$ 1,068.35	$ 600.00	
2002SLST08088	$ 6,138.69	$ 180.00	
2002SLST08095			$ 1,223.32
2002SLST08134	$ 7,460.13	$ 220.00	
2002SLST08166			$ 9,623.41
2002SLST08171	$ 3,107.66	$2,259.62	
2002SLST08239			$ 363.66
2002SLST08253	$20,819.09	$1,399.98	
2002SLST08288	$ 4,466.58	$1,200.00	
2002SLST08302	$ 7,540.03	$ 800.00	
2002SLST08368			$ 19,040.00
2002SLST08402	$20,440.00	$ 840.00	
2002SLST08454			$ 6,188.72
2002SLST08464	$ 965.39	$ 205.00	
2002SLST08465	$ 2,302.17	$ 0.00	
2002SLST08472	$10,462.77	$1,371.00	
2002SLST08493			$ 2,266.74
2002SLST08518	$ 1,795.00	$ 264.00	
2002SLST08532	$10,730.15	$ 502.50	
2002SLST08573			$ 181.94
2002SLST08580			$ 1,176.99
2002SLST08715			$ 5,288.70
2002SLST08737	$ 3,515.79	$ 320.00	
2002SLST08754			$ 6,570.57
2002SLST08763			$ 471.19
2002SLST08777			$ 752.54
2002SLST08814			$ 537.54
2002SLST08840			$ 2,284.75
2002SLST08875	$ 1,735.95	$ 305.00	
2002SLST08939	$ 3,686.30	$1,920.00	
2002SLST08993			$ 424.00
2002SLST09011			—
2002SLST09056			$ 6,696.19
2002SLST09066			$ 573.02
2002SLST09128	$ 1,167.30	$1,917.00	
2002SLST09213	$ 5,039.25	$ 0.00	
2002SLST09229	$ 175.00	$1,200.00	
2002SLST09250	$ 1,001.43	$ 200.00	
2002SLST09257	$24,786.58	$1,304.00	
2002SLST09302			$ 701.89
2002SLST09337	$ 300.00	$ 300.00	$ 540.66
2002SLST09471	$ 4,583.00	$ 982.39	
2002SLST09501			$ 1,271.42
2002SLST09575			$ 245.76
2002SLST09580	$ 624.38	$ 624.38	

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A	B*	C	D*
Loan Identifier	Total $ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total $ of Tax/Municipal/Property Tax Lien
2002SLST09613			$ 3,889.82
2002SLST09629			$ 836.88
2002SLST09684	$ 1,734.00	$ 1,479.20	
2002SLST09715	$ 820.00	$ 880.00	
2002SLST09734			$ 333.09
2002SLST09736			$ 2,736.00
2002SLST09788	$ 543.90	$ 600.00	
2002SLST09807	$ 626.00	$ 204.00	
2002SLST09811	$ 5,614.80	$ 2,175.00	
2002SLST09870	—	$ 0.00	
2002SLST09886	$ 627.00	$ 346.00	
2002SLST10040	$ 1,322.20	$ 414.00	
2002SLST10052	$ 6,099.02	$ 1,100.00	
2002SLST10058	$ 8,754.46	$ 1,400.00	
2002SLST10064			$ 886.35
2002SLST10068	$ 4,401.68	$ 0.00	
2002SLST10083			$ 669.90
2002SLST10136			$ 4,778.10
2002SLST10171	$ 638.92	$ 980.00	
2002SLST10235			$ 31,069.84
2002SLST10236			$ 1,822.75
2002SLST10239			$ 1,792.99
2002SLST10244			$ 2,514.53
2002SLST10247			$ 2,326.90
2002SLST10253			$ 1,497.90
2002SLST10331	$ 2,457.75	$ 0.00	
2002SLST10393			$ 1,123.55
2002SLST10407	$ 753.12	$ 408.00	
2002SLST10414			$ 1,136.66
2002SLST10476	$ 23,565.09	$ 10,080.00	
2002SLST10489			$ 2,158.12
2002SLST10495	$ 19,113.33	$ 1,740.00	
2002SLST10508	$ 1,740.00	$ 1,764.72	
2002SLST10516			$ 45,857.00
2002SLST10543	$ 3,171.04	$ 2,849.90	
2002SLST10595			$ 5,954.10
2002SLST10615	$ 662.33	$ 600.00	
2002SLST10620			$ 1,268.81
Totals:	**$ 826,040.58**	**$180,376.85**	**$489,266.16**

* A dash "—" means that a lien was identified and filed, but no dollar amount was yet associated with such lien.

Freddie Mac