

#### Freddie Mac

Sponsor

# FREDDIE MAC MULTIFAMILY STRUCTURED CREDIT RISK (MSCR) NOTES, SERIES 2025-MN12, FREDDIE MAC MSCR TRUST MN12

\$[439,807,000]
(Approximate Offering)

#### **Preliminary Term Sheet**

November 12, 2025

Freddie Mac MSCR Trust MN12 Trust and Issuer

U.S. Bank Trust Company, National Association Indenture Trustee and Custodian

> U.S. Bank National Association Account Bank

Wilmington Trust, National Association Owner Trustee

\$20,943,264,774 (Approximate Cut-off Date Reference Pool Balance)

#### **BofA Securities**

#### Wells Fargo Securities

Co-Lead Manager and Joint Bookrunner

Co-Lead Manager and Joint Bookrunner

BMO Capital Markets
Co-Manager

CastleOak Securities, L.P. Co-Manager J.P. Morgan
Co-Manager

Nomura Co-Manager **Performance Trust** *Co-Manager* 







### STATEMENT REGARDING ASSUMPTIONS AS TO SECURITIES, PRICING ESTIMATES, AND OTHER INFORMATION

The information contained in this Term Sheet and in the attached materials (collectively, the "Information") has been provided by one of BofA Securities, Wells Fargo Securities, BMO Capital Markets, CastleOak Securities, J.P. Morgan, Nomura and Performance Trust (each an "Initial Purchaser" and collectively, the "Initial Purchasers"), and is preliminary and subject to change. The Information does not include all of the information relating to the securities. As such, the Information may not reflect the impact of all structural characteristics of the securities. The assumptions underlying the Information, including structure and the composition of the Reference Pool (as defined below), may be modified from time to time to reflect changed circumstances. This document should be read in conjunction with the Preliminary Private Placement Memorandum dated November 12, 2025 (the "Preliminary PPM"). In the event of any inconsistency between the information included in this document and the Preliminary PPM, the Preliminary PPM shall be considered to supersede this document. This document and the Preliminary PPM will be superseded by any subsequent term sheets, "roadshow materials", updated pool information and/or any subsequent preliminary private placement memorandum, as well as by a final private placement memorandum relating to the securities discussed herein (the "Final PPM"). The Preliminary PPM and Final PPM will contain data that is current as of their respective publication dates and after publication may no longer be complete or current. A copy of the Preliminary PPM and, after its publication, the Final PPM, may be obtained from the joint bookrunner, BofA Securities, by calling 1-800-294-1322.

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Preliminary PPM.

The securities are limited recourse obligations of Freddie Mac MSCR Trust MN12, payable solely from the Trust Assets. The securities do not represent obligations of any person or entity other than the Trust and do not represent a claim against any assets other than those of the Trust. The United States does not guarantee Freddie Mac's payment obligations under the Collateral Administration Agreement or the Capital Contribution Agreement. Freddie Mac's obligations under the Collateral Administration Agreement and the Capital Contribution Agreement are not debts or obligations of the United States or any agency of the United States, or backed by the full faith and credit of the United States. In addition, the United States does not guarantee the Notes or any interest or return on the Notes. The Notes are not debts or obligations of Freddie Mac or the United States or any agency of the United States, or backed by the full faith and credit of the United States. The securities described herein will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or registered or qualified under any state or foreign securities laws, and the offered securities may be offered and sold only (i) in the United States to "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act, or (ii) in "offshore transactions" to persons who are not "U.S. persons", as such terms are defined in, and in accordance with, Regulation S under the Securities Act.

The securities are linked to the credit risk of the Reference Obligation Percentages of a certain pool (the "Reference Pool") of multifamily mortgage loans secured by multifamily properties (the "Reference Obligations" and each, a "Reference Obligation") (i) backing Freddie Mac multifamily participation certificates ("Multi PCs"), (ii) backing Freddie Mac Structured Pass-Through Certificates (SPCs), Series K-171, K-172, K-173, K-543, K-544, K-545, K-547, K-548 and K-761 ("Series K SPCs"), (iii) backing Multifamily Mortgage Pass-Through Certificates, Series SB-124 and SB-125 ("SB Certificates") or (iv) that were originated in connection with Freddie Mac's multifamily targeted affordable housing tax-exempt bond credit enhancement program (the "TAH BCE Program") (each, a "Reference Obligation"), but are not backed or secured by the Reference Pool. As of the Cut-off Date, the aggregate principal balance of the Reference Pool was approximately \$20,943,264,774 and is based, for each Reference Obligation, on the applicable Reference Obligation Percentage of its unpaid principal balance as of the Cut-off Date, and certain of the Reference Obligations may represent *pari passu* portions of their respective whole loans. Interest and principal payable on the securities (including payments directed to interests in the securities) will be solely the obligation of the Trust, with the securities having limited recourse to the Trust Assets and being subordinate to the claims of Freddie Mac under the Collateral Administration Agreement and the Indenture.

The Information is preliminary and subject to final structural, accounting and legal review as well as final changes to the composition of the Reference Pool. The analyses, calculations and valuations contained within the Information are based on certain assumptions and data provided by third parties that may vary from the actual characteristics of the







final Reference Pool. None of the Initial Purchasers, the Trust or Freddie Mac has verified these analyses, calculations or valuations. Material contained within the Information may also be based on assumptions regarding market conditions and other matters as reflected herein and such assumptions may not coincide with actual market conditions or events. None of the Initial Purchasers, the Trust or Freddie Mac has undertaken to update or amend the Information since the date it was issued. More current information may be available publicly from other sources.

The securities are being offered when, as and if issued. In particular, you are advised that the securities and the Reference Pool are subject to modification or revision (including, among other things, the possibility that one or more classes of securities may be split, combined, or eliminated) at any time prior to issuance or availability of the Final PPM. Any decision to invest in the securities described herein should be made after reviewing the Preliminary PPM and the Final PPM, conducting such investigations as you deem necessary and consulting your own legal, accounting, and tax advisors in order to make an independent determination of the suitability and consequences of an investment in the securities.

The investment described in this Term Sheet is a complex financial product. The securities are complex instruments intended for sale only to sophisticated investors who understand and assume the risks involved with the purchase thereof. The risks associated with the securities may significantly reduce your expected yield and expected return of principal, and/or reduce your ability to sell or obtain market value information about the securities. You should independently evaluate the risks associated with the securities and consult your own professional advisors. These risks may include, but may not be limited to the following:

- The performance of the Reference Pool may be correlated with economic or other factors that may diminish the value of the securities.
- The performance of the Reference Pool and the value of the securities may be largely dependent on the quality of the origination, performance history, and servicing of the mortgage loans included in the Reference Pool.
- The value of the securities may be diminished by market conditions unrelated to the performance of the securities.

To the extent that you choose to utilize third-party predictive models in connection with considering an investment in the securities, neither Freddie Mac nor the Initial Purchasers makes any representation or warranty regarding the accuracy, completeness or appropriateness of any information or reports generated by such models, including, without limitation, whether the securities or the underlying collateral will perform in a manner consistent therewith.

This Term Sheet shall not constitute an underwriting commitment, an offer of financing, an offer to sell, or the solicitation of an offer to buy any securities described herein, and shall be subject to the Initial Purchasers' internal approvals. No transaction or services related thereto is contemplated without the Initial Purchasers' subsequent formal agreement. The Initial Purchasers are not acting as a fiduciary, advisor or agent.

Prior to investing in the securities, you should determine, without reliance upon any Initial Purchaser or its affiliates, the economic risks and merits, as well as the legal, tax and accounting characterizations and consequences of the transaction, and independently determine that you are able to assume such risks. In this regard, by acceptance of the Information, you acknowledge that you have been advised that (a) the Initial Purchasers are not in the business of providing legal, tax or accounting advice, (b) you understand that there may be legal, tax or accounting risks associated with the transaction, (c) you should receive legal, tax and accounting advice from advisors with appropriate expertise to assess relevant risks and (d) you should apprise senior management in your organization as to the legal, tax and accounting advice (and, if applicable, risks) associated with this transaction and the Initial Purchasers' disclaimers as to these matters.

The Information may not be forwarded or provided by you to any other person. An investor or potential investor in the securities (and each employee, representative, or other agent of such person or entity) may disclose to any and all persons, without limitation, the tax treatment and tax structure of the transaction, as defined in Regulations Section 1.6011-4, and all related materials of any kind, including opinions or other tax analyses, that are provided to such person or entity. However, such person or entity may not disclose any other information relating to this transaction unless such information is related to such tax treatment and tax structure.







#### TABLE 1 \$[439,807,000] (Approximate Offered Notes)

Class	Expected Initial Class Principal Balance or Class Notional Amount <sup>(1)</sup>	Initial Class Coupon	CUSIP Number <sup>(2)</sup>	Expected Ratings (Fitch)	Class Coupon Formula (%) <sup>(3)</sup>	Class Coupon Minimum Rate (%)	Expected WAL to Maturity (Years) <sup>(4)</sup>	Expected Principal Window to Maturity (Months) <sup>(4)</sup>	Scheduled Maturity Date	Expected WAL to Early Redemption (Years) <sup>(5)</sup>	Expected Principal Window to Early Redemption (Months) <sup>(5)</sup>	Expected Initial Credit Enhancement (%)	Minimum Denomination	Class Type
А-Н	\$19,896,101,535(6)					Reference 7	Γranche Only					5.000%	N/A	Senior
M-1 <sup>(7)</sup>	\$ [125,659,000]		355913 AA2	BBB-sf	SOFR + [ ● ]%	0%	4.28	1-56	November 2045	4.28	1-56	3.500%	\$10,000	Mezzanine
M-1H	\$[188,489,971] <sup>(6)</sup>					Reference 7	Γranche Only				•	3.500%	N/A	Mezzanine
M-2 <sup>(7)</sup>	\$ [172,781,000]		355913 AB0	BB-sf	SOFR + [ ● ]%	0%	5.65	56-80	November 2045	4.87	56-60	2.125%	\$10,000	Mezzanine
M-2H	\$[115,188,891] <sup>(6)</sup>					Reference 7	Γranche Only					2.125%	N/A	Mezzanine
B-1 <sup>(7)</sup>	\$ [141,367,000]		355913 AC8	NR	SOFR + [ ● ]%	0%	8.93	80-116	November 2045	5.00	60-60	1.000%	\$10,000	Junior
B-1H	\$[94,244,729] <sup>(6)</sup>	Reference Tranche Only							1.000%	N/A	Junior			
В-2Н	\$209,432,648(6)		Reference Tranche Only SOFR $+ [\bullet]\%^{(8)}$ 0%				Reference Tranche Only					0.000%	N/A	Junior

Information is preliminary and subject to final Reference Pool and legal review. The analyses, calculations and valuations herein are based on certain assumptions and data provided by third parties that may vary from the actual characteristics of the final Reference Pool. Investors should rely on the information contained in the Preliminary PPM.

- (1) The original Class Principal Balances of the Notes presented in this Term Sheet are approximate and may change. The actual Class Principal Balance of any or all of the Classes of the Notes and the Class Notional Amount of the related Class of Reference Tranche may increase or decrease by an amount to be determined by Freddie Mac prior to the pricing of the Notes, and the actual Class Notional Amount of the Class M-1H Reference Tranche, the Class M-2H Reference Tranche and/or the Class B-1H Reference Tranche, as applicable, may correspondingly decrease (in the case of any increase in the original Class Principal Balance of any related Class of Notes and the initial Class Notional Amount of the related Reference Tranche) or increase (in the case of any decrease in the original Class Principal Balance of any related Class of Notes and the initial Class Notional Amount of the related Reference Tranche) by such amount; provided that (i) the Class M-1H Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-1 and Class M-1H Reference Tranches, (ii) the Class M-2H Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-2H Reference Tranches and (iii) the Class B-1H Reference Tranche will represent no less than 5% of the combined initial Class B-1 and Class B-1 and Class B-1H Reference Tranches.
- (2) Rule 144A CUSIP numbers are shown. See Appendix F of the Preliminary PPM for a list of the Regulation S CUSIP numbers.
- (3) Except with respect to the initial Accrual Period, the Indenture Trustee will determine the SOFR Rate using the method described in the definition of "SOFR Rate" in this Term Sheet. The SOFR Rate for the initial Accrual Period will be determined by Freddie Mac on the pricing date of the Notes. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Administrator will determine an alternative Benchmark in accordance with the Benchmark Replacement provisions described under "Description of the Notes Interest Benchmark Replacement Provisions" herein. The initial Class Coupon is based on the SOFR Rate of [•]%.
- (4) Expected weighted average lives and principal windows, as applicable, with respect to the Notes above are based on the Modeling Assumptions, including that (i) prepayments occur at the pricing speed of 0% CPR, calculated from the Closing Date, (ii) no Credit Events or Modification Events occur and (iii) the Notes pay on the 25th day of each calendar month beginning in December 2025.
- (5) Expected weighted average lives and principal windows, as applicable, with respect to the Notes above are based on certain Modeling Assumptions, including that (i) prepayments occur at the pricing speed of 0% CPR, calculated from the Closing Date, (ii) no Credit Events or Modification Events occur, (iii) the Notes pay on the 25th day of each calendar month beginning in December 2025 and (iv) Freddie Mac exercises its right to redeem all of the Notes in full and the Notes are redeemed in full on the Payment Date November 2030.
- (6) The Class A-H Reference Tranche, Class M-1H Reference Tranche, Class M-2H Reference Tranche, Class B-1H Reference Tranche and Class B-2H Reference Tranche will not have corresponding Notes and will be referenced only in connection with making calculations of principal payments required to be made on the Notes and reductions and increases in the Class Principal Balances of the Notes.
- (7) The Class M-1 Notes, Class M-2 Notes and Class B-1 Notes will have corresponding Reference Tranches for the purpose of making calculations of principal payments required to be made by the Trust and reductions and increases in the Class Principal Balances of the Notes.
- (8) The Class B-2H Reference Tranche is assigned a Class Coupon solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, as more fully described in "Modification Gain Priority", "Modification Loss Priority" and "Interest Accrual Amounts".







## TABLE 2 CLASSES OF REFERENCE TRANCHES

Classes of Reference Tranches	Initial	Class Notional Amount	<b>Initial Subordination</b>		
Class A-H	\$	19,896,101,535	5.000%		
Class M-1 and Class M-1H	\$	314,148,971	3.500%		
Class M-2 and Class M-2H	\$	287,969,891	2.125%		
Class B-1 and Class B-1H	\$	235,611,729	1.000%		
Class B-2H	\$	209,432,648	0.000%		

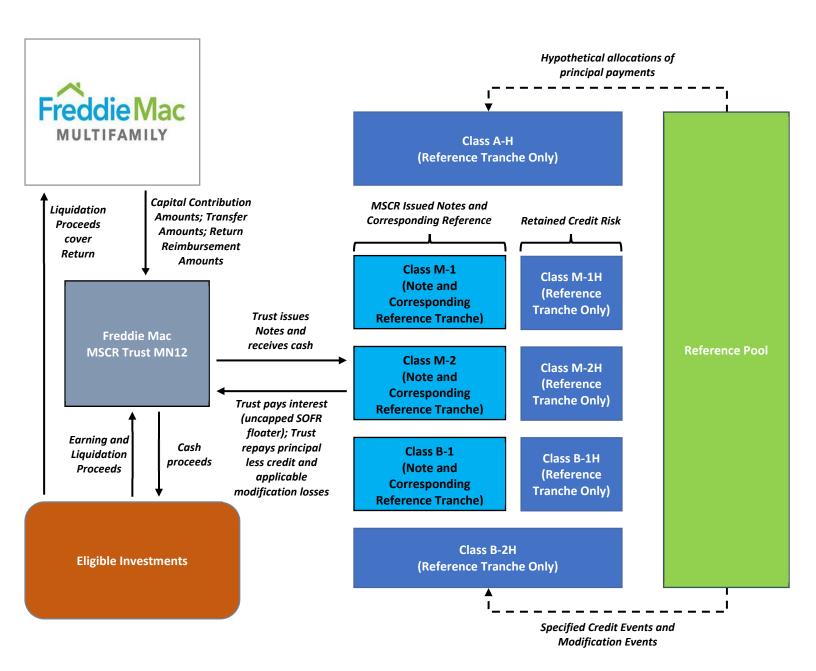






FREDDIE MAC MSCR TRUST MN12 PRELIMINARY TERM SHEET

#### TRANSACTION DIAGRAM









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#### **SUMMARY**

This summary highlights selected information and does not contain all of the information that you need to make your investment decision. It provides general, simplified descriptions of matters that, in some cases, are highly technical and complex. More detail is provided in the Preliminary PPM and the Final PPM and the other documents referred to herein. Do not rely upon this summary for a full understanding of the matters you need to consider for any potential investment in the Notes. To understand the terms of the offering of the Notes, carefully read the entire Preliminary PPM and Final PPM and the other documents referred to therein. You will find definitions of the capitalized terms used in this term sheet in the "Glossary of Significant Terms." Capitalized terms not defined herein are defined in the Preliminary PPM and Final PPM.

#### **Transaction Overview**

The Reference Obligations will consist of the applicable Reference Obligation Percentage of each of 886 fixed rate mortgage loans and 4 floating rate mortgage loans, secured by 920 multifamily properties. The Reference Obligations had an aggregate Reference Obligation Balance of approximately \$20,943,264,774 as of the close of business on November 1, 2025 (referred to in this Term Sheet as the "Cut-off Date").

The Reference Pool will consist of (i) the applicable Reference Obligation Percentage of each of 398 underlying mortgage loans secured by one or more multifamily properties backing the related Multi PCs (each such Reference Obligation, a "Multi PC Reference Obligation"), with an aggregate Reference Obligation Balance of approximately \$11,736,120,271 as of the Cut-off Date, (ii) the applicable Reference Obligation Percentage of each of 280 underlying mortgage loans secured by one or more multifamily properties backing the underlying certificates relating to the Series K SPCs (each such Reference Obligation, a "Series K Reference Obligation") with an Reference Obligation Balance of approximately aggregate \$8,054,422,856 as of the Cut-off Date, (iii) the applicable Reference Obligation Percentage of each of 205 underlying mortgage loans secured by one or more multifamily properties backing the related SB Certificates (each such Reference Obligation, an "SB Reference Obligation") with an aggregate Reference Obligation Balance of approximately \$568,704,944 as of the Cut-off Date and (iv) the applicable Reference Obligation Percentage of each of 7 underlying mortgage loans secured by one or more multifamily affordable housing properties (each such Reference Obligation, a "BCE Reference **Obligation**") backing the related BCE Related Bonds, with respect to which Freddie Mac provides credit enhancement for either the BCE Reference Obligation or the BCE Related Bond under the TAH BCE Program, with an aggregate Reference Obligation Balance of approximately \$584,016,703 as of the Cut-off Date.

Certain Reference Obligations were made to the related underlying borrowers by various state and local governmental entities using the proceeds of the related tax-exempt loans ("TELs") made by the applicable originators to such governmental entities, and a fiscal agent appointed by such governmental entities (as identified in Appendix A







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to the Preliminary PPM) may administer or service such Reference Obligations in certain circumstances. Any reference to the servicer of a Reference Obligation in this Term Sheet refers to such fiscal agent, if applicable, and with respect to any TEL, any reference to a "mortgage loan" in this Term Sheet refers to such TEL.

1 of the Reference Obligations is subordinate in priority to the related Reference Obligations that is part of the Reference Pool and is a senior mortgage loan. 7 of the Reference Obligations are subordinate in priority to one or more mortgage loans that are not part of the Reference Pool. Each subordinate Reference Obligation is cross-defaulted with each related senior mortgage loan and may be cross-defaulted with any related subordinate mortgage loan.

56 Reference Obligations are cross-collateralized and cross-defaulted with certain other Reference Obligations, and 2 Reference Obligations are cross-collateralized and cross-defaulted with at least one mortgage loan that is not included in the Reference Pool.

7 of the Reference Obligations, identified as "LTF-012 Loan #3," "LTF-012 Loan #1," "LTF-012 Loan #2," "LTF-010 Loan #1," "LTF-011 Loan #1," "LTF-009 Loan #3" and "LTF-002 Loan #3" on Appendix A to the Preliminary PPM, were originated pursuant to Freddie Mac's Long-Term Financing product. The related long-term financing agreement permits the related current borrowers and their affiliates to obtain additional loans that are pari passu with the related Reference Obligation in right of payment and are cross-collateralized and cross-defaulted with such Reference Obligation and permits such affiliates of the current borrowers to join the long-term financing agreement as additional borrowers from time to time. Such additional pari passu loans will not be part of the Reference Pool. In addition, subject to certain terms and conditions set forth in the long-term financing agreement, the borrowers of such Reference Obligations may add, remove and/or substitute the mortgaged real properties securing such Reference Obligation and any future pari passu loans. The borrowers are also permitted to convert any related pari passu loan from a floating-rate loan to a fixed-rate loan in accordance with the terms of the long-term financing agreement. The borrowers are required to prepay any portion of such Reference Obligation or pari passu loan (if any) if they fail to meet certain debt service coverage ratio or loanto-value ratio tests set forth in the long-term financing agreement in order to obtain additional pari passu loans, add, remove and/or substitute any mortgaged real properties and/or convert the interest rate of any related pari passu loan.

Pursuant to each related guaranty, Freddie Mac (i) guarantees the timely payment of the scheduled principal of and interest on each Multi PC backed by a related Multi PC Reference Obligation pursuant to the related guaranty, (ii) guarantees each class of the Series K SPCs that represents the entire undivided interest in the related class of underlying certificates backed by one or more related Series K Reference Obligations, (iii) guarantees each class of the SB Certificates that are backed by one or more related SB Reference Obligations and (iv)







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provides credit enhancement for the BCE Related Bonds directly or indirectly backed by the BCE Reference Obligations by agreeing to pay the scheduled principal of, interest on, and in certain transactions, bond issuer fees and payments owed to interest rate swap providers, with respect to, the BCE Related Bonds or the BCE Reference Obligations backing the BCE Related Bonds pursuant to the related credit enhancement agreements. Freddie Mac is entitled to receive certain fees and to be reimbursed for the guarantee payments or credit enhancement payments paid by Freddie Mac from payments received from the underlying borrowers.

All of the Reference Obligations are currently serviced by the related servicer pursuant to the Guide and in the case of the Multi PC Reference Obligations, the Series K Reference Obligations and the SB Reference Obligations, the related underlying transaction documents. Freddie Mac has the right to replace the servicer of each Reference Obligation under the Guide and consent to certain servicing matters.

The Freddie Mac MSCR Trust MN12 will issue the Class M-1, Class M-2 and Class B-1 Notes on the Closing Date. The Notes will be issued at par and will be uncapped SOFR based floaters.

On the Closing Date, the Trust will issue the Notes. The Notes will pay interest at the rates and times, and the principal amount thereof will be payable on the dates, described under "— Payments on the Notes" below. The Notes will be scheduled to mature on the Scheduled Maturity Date, but will be subject to redemption prior thereto if certain events occur that result in the designation of an Early Termination Date.

The Trust will use the aggregate proceeds realized from the sale of the Notes to purchase Eligible Investments. From time to time, the Trust will acquire additional Eligible Investments with proceeds realized upon the maturity or redemption or other prepayment of existing Eligible Investments. On each Payment Date, the Trust will pay interest on the Notes from (i) investment earnings on the Eligible Investments, (ii) the Transfer Amount due from Freddie Mac with respect to such Payment Date under the Collateral Administration Agreement and (iii) the Index Component Contribution due from Freddie Mac with respect to such Payment Date under the Capital Contribution Agreement.

On the Closing Date, Freddie Mac will enter into the Collateral Administration Agreement and the Capital Contribution Agreement with the Trust and the Indenture Trustee.

Under the Collateral Administration Agreement, subject to the satisfaction of certain conditions, in connection with a Payment Date in any given calendar month Freddie Mac will be required to pay the Transfer Amount and Return Reimbursement Amount, if any, to the Trust and the Trust will be required to pay the Return Amount, if any, to Freddie Mac. Under the Capital Contribution Agreement, Freddie Mac will be required to pay the Capital Contribution Amount to the







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Trust. The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount due on any Payment Date against the Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount due on the Business Day immediately prior to such Payment Date. As a result, only one party (i.e., either the Trust or Freddie Mac) will actually make a payment to the other in connection with any Payment Date.

Each of the Collateral Administration Agreement and the Capital Contribution Agreement will terminate in its entirety on, and no further payments will be made by Freddie Mac to the Trust or by the Trust to Freddie Mac, as applicable, after, the Termination Date (whether on or prior to the Scheduled Maturity Date, including as the result of the designation of the Early Termination Date).

**Sponsor** Freddie Mac.

Indenture Trustee U.S. Bank Trust Company, National Association.

Owner Trustee Wilmington Trust, National Association.

Investment Manager BlackRock Financial Management, Inc.

**Administrator** Freddie Mac.

Custodian U.S. Bank Trust Company, National Association.

Account Bank U.S. Bank National Association.

**Co-Lead Managers and Joint** 

Bookrunners

BofA Securities and Wells Fargo Securities.

**Co-Managers**BMO Capital Markets, CastleOak Securities, J.P. Morgan, Nomura and Performance Trust.

The Trust

The Freddie Mac MSCR Trust MN12 is a statutory trust created under the laws of the State of Delaware. The purpose of the Trust is limited to engaging in the following activities: (a) to enter into and perform its obligations under the Collateral Administration Agreement; (b) to enter into and perform its obligations under the Capital Contribution Agreement; (c) to enter into and perform its obligations under the Indenture; (d) to enter into and perform its obligations under the Investment Management Agreement; (e) to enter into and perform its obligations under the Administration Agreement; (f) to enter into and perform its obligations under the Account Control Agreement; (g) to enter into and perform its obligations under the Note Purchase Agreement; (h) to issue the Notes pursuant to the Indenture and the Owner Certificate pursuant to the Trust Agreement; (i) to enter into and perform its obligations under the other Basic Documents; (j) to invest the proceeds of the sale of the Notes in Eligible Investments and to reinvest the proceeds realized upon the maturity or redemption or other







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prepayment of Eligible Investments in additional Eligible Investments, from time to time, as contemplated in the Trust Agreement; and (k) to engage in such other activities, including entering into and performing its obligations under any other agreements that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith.

The Trust Assets will be comprised of all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

All of the Trust Assets, other than the Trust's rights under the Collateral Administration Agreement and the Capital Contribution Agreement, will be pledged to secure the Trust's payment obligations under the Collateral Administration Agreement. In addition, all of the Trust Assets will be pledged to secure the Trust's payment obligations to the Noteholders under the Indenture.

On the Closing Date, the Trust will issue the Class M-1 Notes, Class M-2 Notes and Class B-1 Notes pursuant to the Indenture. See "Description of the Notes" below.

On or about November 25, 2025.

The Payment Date in November 2045.

The Indenture Trustee will use the cash proceeds from the sale of the Notes to purchase Eligible Investments. See "Eligible Investments" below. The Indenture Trustee will use the earnings on and proceeds of the Eligible Investments to first make any payments of Return Amounts to Freddie Mac and then, together with any Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts paid by Freddie Mac to the Trust, to make payments of principal and interest on the Notes.

It is a condition to the issuance of the Notes that the Rated Notes receive the ratings set forth in <u>Table 1</u> from the Rating Agency. No other Notes will be rated and Freddie Mac has no obligation to obtain ratings for the Notes in the future. The ratings of the Rated Notes will be subject to revision, withdrawal or suspension by the Rating Agency from time to time and at any time. See "*Ratings*" in the Preliminary PPM and the Final PPM.

**Trust Assets** 

The Notes

**Closing Date** 

**Scheduled Maturity Date** 

**Use of Proceeds** 

**Ratings of the Notes** 





FREDDIE MAC MSCR TRUST MN12 PRELIMINARY TERM SHEET

The Offering

Investors" in the Prelim

**Risk Retention** 

Transfer of the Notes

The Notes are being offered and sold only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, or (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. See "Notice to Investors" in the Preliminary PPM and the Final PPM.

Transfers of interests in the Notes will be subject to certain restrictions as described in the Final PPM.

Because the Trust will not issue any notes that correspond to the Class A-H, Class M-1H, Class M-2H, Class B-1H and Class B-2H Reference Tranches, Freddie Mac will initially retain the credit risk represented by such Classes of Reference Tranches. If Freddie Mac were to exercise its option to cause the Trust to retire any Notes that it owns, the Class Notional Amount of any of the Class M-1H, Class M-2H or Class B-1H Reference Tranches will be increased by the related Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class M-1, Class M-2 or Class B-1 Reference Tranche, respectively, in connection with the retirement of such Notes. Freddie Mac will, therefore, reacquire the credit risk with respect to the Reference Pool represented by such retired Notes. On the Closing Date:

- the Class M-1H Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-1 and Class M-1H Reference Tranches,
- the Class M-2H Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-2 and Class M-2H Reference Tranches, and
- the Class B-1H Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class B-1 and Class B-1H Reference Tranches.

Freddie Mac will, pursuant to a letter (the "Risk Retention Letter"), irrevocably restrict its ability to transfer or hedge more than a 95% pro rata share of the credit risk on any of (i) the Class A-H Reference Tranche, (ii) the Class M-1 and Class M-1H Reference Tranches (in the aggregate), (iii) the Class M-2 and Class M-2H Reference Tranches (in the aggregate), (iv) the Class B-1 and Class B-1H Reference Tranches (in the aggregate), (v) the Class B-2H Reference Tranche or (vi) in the case of any further tranching of the Class A-H Reference Tranche or Class B-2H Reference Tranche, each such tranche into which the Class A-H Reference Tranche, as applicable, is so further tranched. See "UK Risk Retention Requirements" in the Preliminary PPM.

Freddie Mac may effect any transfers or hedges that are not so restricted, in the future, by issuing new series of MSCR notes and/or entering into MCIP transactions, that reference the Reference Pool related to the Notes of this transaction.







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You are required to independently assess and determine the sufficiency of the information described in this Term Sheet and in the Preliminary PPM and Final PPM for the purposes of complying with any relevant requirements and none of Freddie Mac, the Indenture Trustee, the Owner Trustee, the Investment Manager, the Initial Purchasers or any other party makes any representations that the information described in this Term Sheet is sufficient under any circumstances for such purposes.

Although Freddie Mac will undertake to the Indenture Trustee to acquire and hold the Retained Interest pursuant to the Risk Retention Letter, none of Freddie Mac, the Issuer, the Initial Purchasers or any other party to the transaction intends to retain the Retained Interest, or take any other action, in a manner prescribed by the EU Securitization Regulation. In particular, no such party will take any action that may be required by any prospective investor or noteholder for the purposes of its compliance with any requirement of the EU Securitization Regulation. Consequently, the Notes are not a suitable investment for any person that is now or may in the future be subject to any requirement of the EU Securitization Regulation.

In addition, you should be aware, and in some cases are required to be aware, of the investor diligence requirements that apply under the EU Securitization Regulation and under the UK Securitization Framework, in addition to any other regulatory requirements that are (or may become) applicable to you and/or with respect to your investment in the Notes.

Each prospective investor should consult with its own legal, accounting, regulatory and other advisors and/or its regulator before committing to acquire any Notes to determine whether, and to what extent, the information set out here, in the Preliminary PPM and in any investor reports provided in relation to the transaction is sufficient for the purpose of satisfying such requirements. See "Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool" in the Preliminary PPM.

The Trust will be required to pay the Interest Payment Amount on the Notes in arrears on the 25<sup>th</sup> day of each calendar month, commencing in December 2025 and ending on the Maturity Date, including in the case of an Early Redemption Date, or if any such day is not a Business Day, on the first Business Day thereafter. On each Payment Date, the Interest Payment Amount for one or more Classes of Notes may be reduced as a result of Modification Events that reduce the yield on the Reference Obligations. See "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches".

On each Payment Date prior to the Maturity Date on which certain tests related to minimum credit enhancement for the Class A-H Reference Tranche and delinquencies for the Reference Pool are satisfied, the Trust will be required to pay principal on each Class of Notes in an

Payments on the Notes







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amount equal to the portion of the Senior Reduction Amount, Subordinate Reduction Amount and/or Supplemental Subordinate Reduction Amount, as applicable, allocated to reduce the Class Notional Amount of the Corresponding Class of Reference Tranche on such Payment Date. If any of such tests is not satisfied, the Subordinate Reduction Amount will be deemed to be zero and principal payments may not be made on the Notes. With respect to any Class of Notes, the amount of principal that is due on any Payment Date will reflect any Tranche Write-up Amounts and Tranche Write-down Amounts with respect to the related Reporting Period, as applicable. See "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount".

In addition, in connection with any Credit Event or Modification Event that results in any Tranche Write-down Amount being allocated to any Class of Reference Tranche on a Payment Date, the Class Principal Balance of any Corresponding Class of Notes will be reduced by such amount allocated thereto. In addition, if any Tranche Write-down Amounts are allocated to a Class or Classes of Reference Tranches corresponding to a Class or Classes of Notes on any Payment Date, the Trust will owe Freddie Mac a Return Amount on such Payment Date equal to the aggregate amount of Tranche Write-down Amounts so allocated to reduce the Class Principal Balances of the Notes. See "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches" below. Any such reduction in the Class Principal Balance of any outstanding Class of Notes will result in a lower amount of interest payable on such Class of Notes on subsequent Payment Dates. See "Prepayment and Yield Considerations — Credit Events and Modification Events" in the Preliminary PPM and the Final PPM.

On the Maturity Date, the Trust will be required to pay the Class Principal Balance for each Class of Notes outstanding.

The Notes will be subject to mandatory redemption prior to the Scheduled Maturity Date upon the termination of the Collateral Administration Agreement. The Notes will also be subject to acceleration at any time upon the occurrence of an Indenture Event of Default.

On each Payment Date on which the Trust is required to pay a Return Amount, the Trust will allocate proceeds of the Eligible Investments to such payment before allocating any proceeds of the Eligible Investments to pay amounts owed on the Notes, including any Notes Retirement Amount payable by the Trust. This will coincide with Tranche Write-down Amounts being allocated to one or more Reference Tranches that correspond to one or more Classes of Notes in an aggregate amount equal to such Return Amount and the corresponding reduction of the Class Principal Balance of each such Class of Notes. See "Status and Subordination" below.







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Tranche Write-Down Amounts and Prepayment and Yield Considerations The Class Principal Balance of any outstanding Class of Notes will be reduced to the extent of any Tranche Write-down Amounts that are allocated to reduce the Class Notional Amount of the Corresponding Class of Reference Tranche. Any such reduction in principal will result in a corresponding reduction in the related Interest Payment Amount on subsequent Payment Dates.

The yield to maturity on the Notes will be sensitive to any prepayment of the Reference Obligations, Reference Pool Removals and changes in the SOFR Rate. See "Description of the Notes — Interest" below.

Status and Subordination

The Notes and the obligation of the Trust to pay Return Amounts to Freddie Mac will be limited recourse obligations of the Trust. With respect to any Payment Date, a portion of the Eligible Investments will be liquidated in the amount necessary to pay the net Return Amount owed by the Trust to Freddie Mac, if any, the amount of principal owed by the Trust on the Notes, if any, and the Notes Retirement Amount owed by the Trust to Freddie Mac, if any. The proceeds of such liquidated Eligible Investments will be allocated to payment of the Return Amount, if any, owed to Freddie Mac with respect to such Payment Date before being allocated to payments of principal on the Notes and to payment of any Notes Retirement Amount. With respect to amounts payable on the Notes on each Payment Date, the Class M-1 Notes will be senior in right of payment to the Class M-2 Notes and the Class M-2 Notes will be senior in right of payment to the Class B-1 Notes.

Pursuant to the Indenture, the Notes will be subject to (i) principal amount write-downs as a result of Credit Events or Modification Events with respect to the Reference Obligations and (ii) interest amount reductions as a result of Modification Events with respect to the Reference Obligations. See "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount" and "- Allocation of Modification Gain Amount"; "Description of the Notes — Interest"; "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"; "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"; and "Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts" herein.







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**Description of the Notes** 

Interest

Class Coupon. Each Class of Notes will bear interest, and solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, the Class B-2H Reference Tranche will be deemed to bear interest, based on the SOFR Rate for each Accrual Period and calculated pursuant to the applicable Class Coupon formula shown in Table 1. The Class Coupon for each Class of Notes is subject to any applicable Class Coupon Minimum Rate shown in Table 1. The initial Class Coupons that will apply to the first Accrual Period are also shown in Table 1. The Indenture Trustee will calculate the Class Coupon for the Notes and the Class B-2H Reference Tranche for each Accrual Period (after the first Accrual Period) on the applicable SOFR Adjustment Date. The Indenture Trustee will determine the SOFR Rate for each Accrual Period (after the first Accrual Period) using the method described in the definition of "SOFR Rate". For the first Accrual Period, the SOFR Rate will be determined by Freddie Mac on the pricing date of the Notes. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Administrator will determine an alternative Benchmark in accordance with the Benchmark Replacement provisions described under "Description of the Notes — Interest — Benchmark Replacement Provisions" herein.

Interest Payment. On each Payment Date through and including the Maturity Date, the Trust will use funds on deposit in the Distribution Account *first*, to pay the Return Amount, if any, due and payable to Freddie Mac, and *second*, to pay the applicable Interest Payment Amount on each outstanding Class of Notes. Interest will be calculated and payable on the basis of the actual number of days in the related Accrual Period and a 360-day year. Interest will be payable in arrears.

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

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

Decisions and Determinations. Any determination, decision or election that may be made by Freddie Mac pursuant to this Section titled "Benchmark Replacement Provisions," including any determination with respect to administrative feasibility (whether due to technical, administrative or operational issues), a tenor, a rate, an adjustment or the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection,







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will be conclusive and binding absent manifest error, may be made in Freddie Mac's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, will become effective without consent from any other party.

Neither the Indenture Trustee nor the paying agent will be under any obligation (i) to monitor, determine or verify the unavailability or cessation of SOFR (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, except to the extent the Administrator has provided notice to the Indenture Trustee and paying agent for inclusion in the Payment Date Statement in accordance with the terms of the Indenture, (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, (iii) to select, determine or designate any Benchmark Replacement Adjustment (as defined in the Preliminary PPM), 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.

Neither the Indenture Trustee nor the paying agent will be liable for any inability, failure or delay on its part to perform any of its duties set forth in the Indenture as a result of the unavailability of SOFR (or other applicable Benchmark (as defined in the Preliminary PPM)) 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 Administrator, in providing any direction, instruction, notice or information required or contemplated by the terms of the Indenture and reasonably required for the performance of such duties.

On the Maturity Date the Trust will pay 100% of the outstanding Class Principal Balance as of such date for each Class of Notes outstanding. On all other Payment Dates, the Trust will pay principal on each Class of Notes in an amount equal to the portion of the Senior Reduction Amount, Subordinate Reduction Amount and/or Supplemental Subordinate Reduction Amount, as applicable, allocated to reduce the Class Notional Amount of the Corresponding Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under "— Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount" and "— Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount" below.

On each Payment Date on or prior to the Maturity Date, the Class Principal Balance of each Class of Notes will be reduced without any corresponding payment of principal, by the amount of the reduction, if

**Principal** 

Reductions in Class Principal Balances of the Notes Due to







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Allocation of Tranche Write-down Amounts

any, in the Class Notional Amount of the Corresponding Class of Reference Tranche due to the allocation of the Tranche Write-down Amount to such Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under "— Hypothetical Structure and Calculations with respect to the Reference Tranches" below.

Increases in Class Principal Balances of the Notes Due to Allocation of Tranche Write-up Amounts On each Payment Date on or prior to the Maturity Date, the Class Principal Balance of each Class of Notes will be increased by the amount of the increase, if any, in the Class Notional Amount of the Corresponding Class of Reference Tranche due to the allocation of Tranche Write-up Amounts to such Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under "— Hypothetical Structure and Calculations with respect to the Reference Tranches" below.

Hypothetical Structure and Calculations with respect to the Reference Tranches A hypothetical structure of Classes of Reference Tranches deemed to be backed by the Reference Pool has been established as indicated in the Transaction Diagram. The Indenture will reference this hypothetical structure to calculate, for each Payment Date, (i) Tranche Write-down Amounts (or Tranche Write-up Amounts), which may result in reductions (or increases) in principal amounts on the Notes, (ii) any reduction or increase in Interest Payment Amounts on the Notes as a result of Modification Events on the Reference Obligations and (iii) principal payments to be made on the Notes by the Trust.

Allocation of Tranche Writedown Amounts On each Payment Date on or prior to the Maturity Date, the Tranche Write-down Amount, if any, for such Payment Date, will be allocated, first, to reduce any Overcollateralization Amount for such Payment Date, until such Overcollateralization Amount is reduced to zero, and, second, to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

first, to the Class B-2H Reference Tranche;

second, to the Class B-1 and Class B-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Class M-2 and Class M-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class M-1 and Class M-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date; and

fifth, to the Class A-H Reference Tranche, but only in an amount equal to the excess, if any, of the remaining unallocated Tranche Write-down Amount for such Payment Date over the Principal Loss Amount for such Payment Date attributable to clause (d) of







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the definition of "Principal Loss Amount" in the "Glossary of Significant Terms".

Because the Class M-1, Class M-2 and Class B-1 Notes correspond to the Class M-1, Class M-2 and Class B-1 Reference Tranches, respectively, any Tranche Write-down Amounts allocated to such Classes of Reference Tranches pursuant to the hypothetical structure will result in a corresponding reduction in the Class Principal Balances of the Corresponding Classes of Notes, as applicable.

With respect to each Payment Date, the Class Notional Amount for the Class A-H Reference Tranche will be increased by the excess, if any, of the Tranche Write-down Amount for such Payment Date over the Credit Event Amount for such Payment Date.

Allocation of Tranche Write-up Amounts

On each Payment Date on or prior to the Maturity Date, the Tranche Write-up Amount, if any, for such Payment Date will be allocated to increase the Class Notional Amount of each Class of Reference Tranche in the following order of priority until the cumulative Tranche Write-up Amounts allocated to each such Class of Reference Tranche is equal to the cumulative Tranche Write-down Amounts previously allocated to such Class of Reference Tranche on or prior to such Payment Date:

first, to the Class A-H Reference Tranche;

second, to the Class M-1 and Class M-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Class M-2 and Class M-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

*fourth,* to the Class B-1 and Class B-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date; and

fifth, to the Class B-2H Reference Tranche.

Because the Class M-1, Class M-2 and Class B-1 Notes correspond to the Class M-1, Class M-2 and Class B-1 Reference Tranches, respectively, any Tranche Write-up Amounts allocated to such Classes of Reference Tranches pursuant to the hypothetical structure will result in a corresponding increase in the Class Principal Balances of the Corresponding Classes of Notes, as applicable.

The Write-up Excess will be available as overcollateralization to offset any Tranche Write-down Amounts on future Payment Dates prior to such Tranche Write-down Amounts being allocated to reduce the Class Notional Amounts of the Reference Tranches.

Allocation of Modification Loss Amount On each Payment Date on or prior to the Maturity Date, the Preliminary Principal Loss Amount, the Preliminary Tranche Write-down Amount, the Preliminary Tranche Write-up Amount and the Preliminary Class







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Notional Amount will be computed prior to the allocation of the Modification Loss Amount. The Modification Loss Amount, if any, for such Payment Date will be allocated to the Reference Tranches in the following order of priority:

first, to the Class B-2H Reference Tranche, until the amount allocated to the Class B-2H Reference Tranche is equal to the Class B-2H Reference Tranche Interest Accrual Amount for such Payment Date;

second, to the Class B-2H Reference Tranche, until the amount allocated to the Class B-2H Reference Tranche is equal to the Preliminary Class Notional Amount of the Class B-2H Reference Tranche for such Payment Date;

third, to the Class B-1 and Class B-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-1 Reference Tranche is equal to the Class B-1 Notes Interest Accrual Amount for such Payment Date;

fourth, to the Class B-1 and Class B-1H Reference Tranches, pro rata based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class B-1 and Class B-1H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class B-1 and Class B-1H Reference Tranches for such Payment Date:

*fifth*, to the Class M-2 and Class M-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class M-2 Reference Tranche is equal to the Class M-2 Notes Interest Accrual Amount for such Payment Date;

sixth, to the Class M-2 and Class M-2H Reference Tranches, pro rata based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class M-2 and Class M-2H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class M-2 and Class M-2H Reference Tranches for such Payment Date;

seventh, to the Class M-1 and Class M-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class M-1 Reference Tranche is equal to the Class M-1 Notes Interest Accrual Amount for such Payment Date; and

eighth, to the Class M-1 and Class M-1H Reference Tranches, pro rata based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class M-1 and Class M-1H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the







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Class M-1 and Class M-1H Reference Tranches for such Payment Date.

For the avoidance of doubt and without duplication of the allocation of Tranche Write-down Amounts, if any, for such Payment Date, with respect to each Payment Date the Class Notional Amount for the Class A-H Reference Tranche will be increased by the sum of amounts included in the second, fourth, sixth and eighth priorities above. Any amounts allocated to the Class M-1, Class M-2 or Class B-1 Reference Tranches in the seventh, fifth or third priority above on any Payment Date will result in a corresponding reduction of the Interest Payment Amount of the Class M-1, Class M-2 or Class B-1 Notes, as applicable, for such Payment Date. The Class B-2H Reference Tranche is assigned a Class Coupon solely for purposes of calculations in connection with the allocation of Modification Loss Amounts to the Mezzanine Reference Tranches and Junior Reference Tranches, and any such amounts allocated in the *first* or *second* priority above will not result in a corresponding reduction of the Interest Payment Amount or Class Principal Balance of any Class of Notes. Any amounts allocated to any of the Reference Tranches in the second, fourth, sixth or eighth priority above will be included in the Principal Loss Amount for the related Payment Date.

Allocation of Modification Gain Amount On each Payment Date on or prior to the Maturity Date, the Preliminary Principal Loss Amount, the Preliminary Tranche Write-down Amount, the Preliminary Tranche Write-up Amount and the Preliminary Class Notional Amount will be computed prior to the allocation of the Modification Gain Amount. The Modification Gain Amount, if any, for such Payment Date will be allocated to the Reference Tranches in the following order of priority:

*first*, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class M-1 Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class M-1 Notes on all prior Payment Dates;

second, to the Class M-2 and Class M-2H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class M-2 Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class M-2 Notes on all prior Payment Dates;

third, to the Class B-1 and Class B-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-1 Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce







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the Interest Payment Amount on the Class B-1 Notes on all prior Payment Dates;

fourth, to the Class B-2H Reference Tranche until the amount allocated to the Class B-2H Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Accrual Amount on the Class B-2H Reference Tranche on all prior Payment Dates; and

*fifth*, to the most subordinate Classes of Reference Tranches outstanding, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date.

Any amounts allocated to the Class M-1, Class M-2 or Class B-1 Reference Tranches above on any Payment Date will result in a corresponding increase of the Interest Payment Amount of the Class M-1, Class M-2 or Class B-1 Notes, as applicable, for such Payment Date.

Allocation of Senior Reduction Amount and Subordinate Reduction Amount On each Payment Date prior to the Maturity Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under "— Allocation of Tranche Write-down Amounts" and "— Allocation of Tranche Write-up Amounts" above, the Senior Reduction Amount will be allocated to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

first, to the Class A-H Reference Tranche;

second, to the Class M-1 and Class M-1H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Class M-2 and Class M-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

*fourth,* to the Class B-1 and Class B-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date; and

fifth, to the Class B-2H Reference Tranche.

On each Payment Date prior to the Maturity Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under "— Allocation of Tranche Write-down Amounts" and "— Allocation of Tranche Write-up Amounts" above, and after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount will be allocated to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:







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*first*, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

second, to the Class M-2 and Class M-2H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Class B-1 and Class B-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class B-2H Reference Tranche; and

fifth, to the Class A-H Reference Tranche.

Because the Class M-1, Class M-2 and Class B-1 Notes correspond to the Class M-1, Class M-2 and Class B-1 Reference Tranches, respectively, any Senior Reduction Amount and/or Subordinate Reduction Amount, as applicable, allocated to the Class M-1, Class M-2 or Class B-1 Reference Tranche pursuant to the hypothetical structure will result in a requirement of the Trust to make a corresponding payment of principal to the Class M-1, Class M-2 or Class B-1 Notes, as applicable.

Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount On each Payment Date prior to the Maturity Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under "— Allocation of Tranche Write-down Amounts" and "— Allocation of Tranche Write-up Amounts" above, and after allocation of the Senior Reduction Amount or Subordinate Reduction Amount, if any, for such Payment Date as described under "— Allocation of Senior Reduction Amount and Subordinate Reduction Amount" above, the Supplemental Subordinate Reduction Amount, if any, for such Payment Date will be allocated to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

*first*, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

second, to the Class M-2 and Class M-2H Reference Tranches, pro rata based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Class B-1 and Class B-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class B-2H Reference Tranche; and

fifth, to the Class A-H Reference Tranche.

Because the Class M-1, Class M-2 and Class B-1 Notes correspond to the Class M-1, Class M-2 and Class B-1 Reference Tranches,







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respectively, any portion of the Supplemental Subordinate Reduction Amount that is allocated to the Class M-1, Class M-2 or Class B-1 Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class M-1, Class M-2 or Class B-1 Notes, as applicable.

Simultaneously, on each Payment Date on or prior to the Maturity Date, after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount, any Tranche Write-down Amounts and any Tranche Write-up Amounts, the Supplemental Senior Increase Amount, if any, for such Payment Date will be allocated to increase the Class Notional Amount of the Class A-H Reference Tranche.

**Redemption and Acceleration** 

The Notes will be subject to mandatory redemption prior to the Scheduled Maturity Date upon the termination of the Collateral Administration Agreement. The Notes will also be subject to acceleration at any time upon the occurrence of an Indenture Event of Default.

**Eligible Investments** 

The Trust will use the proceeds of the sale of the Notes to purchase Eligible Investments. From time to time, the Trust will acquire additional Eligible Investments with the proceeds realized upon the maturity or redemption or other prepayment of existing Eligible Investments. At the time of purchase, Eligible Investments will be required to satisfy the criteria set forth in the definition of "Eligible Investments" in the "Glossary of Significant Terms". Any proceeds received from the maturity of Eligible Investments will be used to pay principal and interest on the Notes and any unused proceeds amounts will be reinvested in additional Eligible Investments as described herein.

Collateral Administration Agreement and Capital Contribution Agreement

On the Closing Date, Freddie Mac will enter into the Collateral Administration Agreement with the Trust and the Indenture Trustee pursuant to which the Trust will provide credit protection to Freddie Mac with respect to the Reference Pool.

Under the Collateral Administration Agreement, Freddie Mac will be required to pay to the Trust the Transfer Amount and Return Reimbursement Amount, if any, on the Business Day prior to each Payment Date.

Under the Collateral Administration Agreement, the Trust will be required, subject to the satisfaction of certain conditions, to pay the Return Amount to Freddie Mac based on the Credit Events and Modification Events that occurred during the related Reporting Period.

On the Closing Date, Freddie Mac will also enter into the Capital Contribution Agreement with the Trust and the Indenture Trustee. Under the Capital Contribution Agreement, Freddie Mac will be required to pay to the Trust the Capital Contribution Amount, if any, on the Business Day prior to each Payment Date.







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The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount owed to Freddie Mac by the Trust on any Payment Date against any Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount owed to the Trust by Freddie Mac on the Business Day immediately prior to such Payment Date. As a result, only one party (i.e., either the Trust or Freddie Mac) will actually make a payment to the other in connection with any Payment Date.

After the payment of any Notes Retirement Amount on any Payment Date, the amounts of any Return Amount, Transfer Amount and Return Reimbursement Amount owed under the terms of the Collateral Administration Agreement for succeeding Payment Dates will be reduced, as applicable, as a result of the adjustment in the Class Notional Amount of any Class of Reference Tranche corresponding to such retired Notes in connection with the payment of such Notes Retirement Amount.

**Reference Pool Removals** 

A Reference Obligation will be removed from the Reference Pool upon the occurrence of any of the following: (1) the Reference Obligation becomes a Credit Event Reference Obligation; (2) the Reference Obligation is paid in full; (3) the lender who sold the Reference Obligation to Freddie Mac repurchases the Reference Obligation from Freddie Mac or enters into an agreement with Freddie Mac providing for indemnification in full with respect to the Reference Obligation; (4) the Reference Obligation is fully defeased pursuant to the terms of the related loan documents; (5) Freddie Mac determines that the information in Appendix A to the Preliminary PPM and Final PPM, with respect to the Reference Obligation, is untrue, incomplete or inaccurate in any material respect; (6) if the Reference Obligation is a BCE Reference Obligation, a BCE Reference Obligation Removal Event for such BCE Reference Obligation has occurred during the related Reporting Period; (7) the Reference Obligation becomes subject to sanctions violations under OFAC rules requiring the blocking of payments on, or restrictions of transfers of, the underlying mortgage loan; or (8) (a) the related mortgaged property is in an area impacted by a hurricane that makes landfall in the United States prior to the Closing Date, (b) the related mortgaged property is located in a presidentiallydeclared major disaster area as a result of such hurricane, (c) the related mortgaged property is located in an area for which FEMA authorizes individual assistance to individuals and households as a result of such hurricane, (d) at any time through the last day of the sixth full calendar month immediately following the first date that such hurricane makes landfall in the United States (i.e., excluding the month in which such landfall occurs), the related servicer reports that the Reference Obligation has entered disaster forbearance as a result of such hurricane and (e) the Reference Obligation subsequently becomes delinquent (excluding any payments missed as part of such forbearance period).

**Preliminary Eligibility Criteria** 

Any mortgages that Freddie Mac purchases must satisfy the mortgage purchase standards that are contained in the Freddie Mac Act. These







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standards require Freddie Mac to purchase mortgages of a quality, type and class that meet generally the purchase standards imposed by private institutional mortgage investors. This means the mortgages must be readily marketable to institutional mortgage investors. In addition to the standards in the Freddie Mac Act, which Freddie Mac cannot change, Freddie Mac has established its own multifamily mortgage purchase standards, credit, appraisal and underwriting guidelines and servicing policies and procedures. These are in the Guide. The Guide also contains certain forms related to Freddie Mac's mortgage purchases.

**Servicing Practices** 

Freddie Mac generally supervises servicing of the mortgages according to the policies and procedures in the Guide. Each servicer is required to perform all services and duties customary to the servicing of multifamily mortgages either directly or through approved subservicers. Servicers service the mortgages, either directly or through approved subservicers, and receive fees for their services. Freddie Mac monitors a servicer's performance through periodic and special reports and inspections to ensure it complies with its obligations.

**Notes Acquired by Freddie Mac** 

Freddie Mac may, from time to time, purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Any Notes of a particular Class Freddie Mac owns will have an equal and proportionate benefit under the provisions of the Indenture to Notes of the same Class held by other Holders, without preference, priority or distinction. However, in determining whether the required percentage of the outstanding Class Principal Balance of the Notes have given any required demand, authorization, notice, consent or waiver under the Indenture, any Notes owned by Freddie Mac or any person or entity directly or indirectly controlling or controlled by Freddie Mac or under direct or indirect common control with Freddie Mac will be disregarded and deemed not to be outstanding. Any Notes that Freddie Mac holds may be held as investment and may be sold from time to time in Freddie Mac's sole discretion. Pursuant to the Indenture, Freddie Mac has the right to cause any Notes it acquires to be retired by the Trust.

**Legal Status** 

The Notes will be issued by the Trust. The Notes will have limited recourse to the Trust Assets, subordinate to Freddie Mac's claims under the Collateral Administration Agreement and the Indenture. The Notes will be obligations of the Trust only. The United States does not guarantee the Notes or any interest or return on the Notes. The Notes are not debts or obligations of Freddie Mac or the United States or any agency of the United States, or backed by the full faith and credit of the United States.

**Certain Relationships and Affiliations** 

Freddie Mac will be the Sponsor and Administrator and will pay the Fees and Expenses of the Transaction Parties and the Trust.







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Freddie Mac guarantees the timely payment of the scheduled principal and interest on any Multi PCs that are backed by the Reference Obligations, each Series K SPC and each class of the SB Certificates backed by the SB Reference Obligations. Freddie Mac's obligations under such guarantees are not collateralized. With respect to the BCE Reference Obligations, Freddie Mac provides credit enhancement for the related BCE Related Bonds that are directly or indirectly backed by the related BCE Reference Obligations pursuant to the TAH BCE Program and the related credit enhancement agreements. With respect to certain BCE Reference Obligations, the reimbursement for advances Freddie Mac makes under such credit enhancement agreements and other obligations are secured by reimbursement mortgages that we hold on the underlying real properties, which are subordinate to the underlying bond mortgages, subject to intercreditor agreements.

These roles and Freddie Mac's relationships with the related sellers, servicers, depositors, issuers, custodians and trustees of the Reference Obligations and any related BCE Related Bonds may give rise to conflicts of interest, as further described in the Preliminary PPM and Final PPM.

Each of the following constitutes an "Indenture Event of Default":

- (a) a default in the payment, when due and payable, of interest due on any Note to the extent payable, as described under "Description of the Notes — Interest", "— Allocation of Modification Gain Amount" and "— Allocation of Modification Loss Amount" herein, which default continues for a period of 30 days;
- (b) a default in the payment of the Class Principal Balance of any Note on the Maturity Date, to the extent payable, as described under "Description of the Notes — Principal", "— Allocation of Tranche Write-down Amounts", "— Allocation of Tranche Write-up Amounts" and "— Allocation of Modification Loss Amount" herein, or in the case of a default in payment due to an administrative error or omission by the Indenture Trustee or any paying agent, which default continues for a period of 30 days;
- (c) a default in the performance, or breach, of any other covenant of the Trust under the Indenture or any representation or warranty of the Trust made in the Indenture or in any certificate or other writing delivered pursuant thereto or in connection therewith proves to be incorrect in any material respect when made and the continuation of such default or breach for a period of 30 days after the Trust has notice thereof by (i) a responsible officer of the Indenture Trustee, (ii) Freddie Mac (except in the case of a Freddie Mac Default) or (iii) the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of the Notes;
- (d) an involuntary Proceeding shall be commenced or an involuntary petition shall be filed seeking (i) winding up, liquidation, reorganization or other relief in respect of the Trust

**Indenture Event of Default** 





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or its debts, or of a substantial part of its assets, under any bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Trust or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days; or an order or decree approving or ordering any of the foregoing shall be entered;

- (e) the Trust shall (i) voluntarily commence any Proceeding or file any petition seeking winding up, liquidation, reorganization or other relief under any bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in section (d) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Trust or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such Proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;
- (f) the Indenture Trustee ceases to have a valid and enforceable first-priority security interest in the Collateral or such security interest proves not to have been a valid or enforceable firstpriority security interest when granted or purported to have been granted; or
- (g) it becomes unlawful for the Trust to perform or comply with any of its obligations under the Notes, the Indenture or any other transaction document to which it is a party;

provided, however, that no Indenture Event of Default with respect to any Notes shall occur under either *clause* (a) or (b) above if the Collateral has been realized upon in full and all amounts available to be paid in respect of such Collateral have been distributed in accordance with the provisions of the Indenture.

Rights Upon an Indenture Event of Default

Acceleration and Maturity; Rescission and Annulment. If an Indenture Event of Default occurs and is continuing (other than an Indenture Event of Default described in clause (d), (e), (f) or (g) above), the Indenture Trustee, if a responsible officer thereof has actual knowledge of or has received notice of such Indenture Event of Default, may, or at the direction of not less than a majority of the aggregate outstanding Class Principal Balance of the Notes will, declare the Class Principal Balance of all the Notes to be due and payable on the next succeeding Payment Date, and upon any such declaration such principal, together with all accrued and unpaid Interest Payment Amounts on the Notes, and other amounts payable under the Indenture, will become due and payable on the next succeeding Payment Date. If an Indenture Event of Default described in clause (d), (e), (f) or (g) above occurs and is continuing, the Class Principal Balance of all of the







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Notes, together with all accrued and unpaid Interest Payment Amounts on the Notes and other amounts payable under the Indenture, will automatically become due and payable without any declaration or other act on the part of the Indenture Trustee or any Holder.

At any time after such a declaration of acceleration of maturity has been made (except with respect to an Indenture Event of Default described in *clause (d), (e), (f) or (g)* above) and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided in the Indenture, a majority of the aggregate outstanding Class Principal Balance of the Notes, by written notice to the Indenture Trustee, may rescind and annul such declaration and its consequences if:

- (i) the Trust has paid or deposited with the Indenture Trustee a sum sufficient to pay:
  - (A) all overdue amounts payable on or in respect of the Notes (other than amounts due solely as a result of the acceleration),
  - (B) to the extent that payment of interest on such amount is lawful, interest on such overdue amounts at a rate equal to the applicable Class Coupon,
  - (C) any accrued and unpaid amounts payable by the Trust pursuant to the Collateral Administration Agreement, and
- (ii) the Indenture Trustee has determined that all Indenture Events of Default, other than the nonpayment of the principal of or interest on the Notes that have become due solely by such acceleration, have been cured and a majority of the aggregate outstanding Class Principal Balance of the Notes, by written notice to the Indenture Trustee, has agreed with such determination or waived such Indenture Events of Default.

No such rescission and annulment will affect any subsequent Indenture Event of Default or impair any right consequent thereon.

Collection of Indebtedness and Suits for Enforcement by Indenture Trustee. If an Indenture Event of Default occurs and is continuing, the Indenture Trustee at the direction of a majority of the aggregate outstanding Class Principal Balance of the Notes will proceed to protect and enforce its rights and the rights of the Secured Parties by such appropriate Proceedings as such Holders direct, whether for the specific enforcement of any covenant or agreement in the Indenture or in aid of the exercise of any power granted therein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by the Indenture or by law; provided, however, that no such Proceedings may be instituted with respect to the Eligible Investments or any proceeds thereof unless an Indenture Event of Default under clause (f) above has occurred and is continuing and, provided further, that the Indenture Trustee will have no duty or obligation to take such action unless such Holders offer indemnification satisfactory to the Indenture Trustee. Absent receipt of any such written direction by a responsible officer of the Indenture Trustee, the Indenture Trustee will have no duty or







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obligation to take any action in respect of an Indenture Event of Default. In any Proceedings brought by the Indenture Trustee on behalf of the Holders, the Indenture Trustee will be held to represent all the Holders of the Notes and it will not be necessary to make any Holder a party to any such proceeding.

Remedies; Liquidation of Collateral. If an Indenture Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Trust agrees that the Indenture Trustee will, upon direction of a majority of the aggregate outstanding Class Principal Balance of the Notes, to the extent permitted by applicable law, exercise one or more of the following rights, privileges and remedies:

- (i) institute Proceedings for the collection of all amounts then payable on the Notes or otherwise payable under the Indenture, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral any monies adjudged due;
- (ii) take the actions described under "—Application of Proceeds" below;
- (iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Secured Parties under the Indenture; and
- (iv) exercise any other rights and remedies that may be available at law or in equity.

If the Notes have been declared due and payable as described above, the Indenture Trustee will give notice under the Collateral Administration Agreement and the Capital Contribution Agreement of the designation of an Early Termination Date (if the Collateral Administration Agreement and the Capital Contribution Agreement have not yet terminated) and demand payment from Freddie Mac of any amounts due under the Collateral Administration Agreement and the Capital Contribution Agreement (and, if Freddie Mac fails to make any such payment, take the actions described in "— Application of Proceeds — Procedures Relating to Delayed Payments" below). Any amounts so paid by Freddie Mac will be held in the Distribution Account for the benefit of the Holders of the Notes, as their interests may appear.

**Application of Proceeds** 

If an Indenture Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Holders of a majority of the aggregate outstanding Class Principal Balance of the Notes may direct the Indenture Trustee to (a) withdraw all proceeds of Eligible Investments for the related Payment Date held in the Distribution Account, (b) liquidate all Collateral (other than Collateral which is held in the form of cash) held in the Custodian Account into cash as provided





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in the Indenture, (c) give notice of a Freddie Mac Default or the occurrence of an event described in clause (vi) of the definition of "Early Termination Date" in the "Glossary of Significant Terms", as applicable, in accordance with the Indenture, (d) designate an Early Termination Date in accordance with the Indenture and (e) demand payment from Freddie Mac of any amounts due under the Collateral Administration Agreement and/or the Capital Contribution Agreement, as applicable. If any such direction by the Holders of a majority of the aggregate outstanding Class Principal Balance of the Notes, as applicable, has been given and carried out, then on the Early Termination Date the Indenture Trustee will apply the funds on deposit in the accounts as follows:

- (i) to the payment of any amounts due and payable to Freddie Mac, if any, under the Collateral Administration Agreement;
- (ii) to the payment of interest on the Class M-1 Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date;
- (iii) to the repayment to the Holders of the Class M-1 Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class M-1 Notes;
- (iv) to the payment of interest on the Class M-2 Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date;
- (v) to the repayment to the Holders of the Class M-2 Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class M-2 Notes;
- (vi) to the payment of interest on the Class B-1 Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date; and
- (vii) to the repayment to the Holders of the Class B-1 Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class B-1 Notes.

Procedures relating to Delayed Payments. If the Indenture Trustee does not receive the net amount, if any, owed by Freddie Mac under the Collateral Administration Agreement and the Capital Contribution Agreement when due, (a) the Indenture Trustee will promptly notify the Trust in writing and (b) unless within 30 days after such notice (i) such payment has been received by the Indenture Trustee, the Indenture Trustee will request Freddie Mac to make such payment as soon as practicable after such request but in no event later than three Business Days after the date of such request. If such payment is not made within such time period, the Indenture Trustee will notify the Holders of such nonpayment and will take such action as the Holders of not less than a







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majority of the aggregate outstanding Class Principal Balance of the Notes directs in writing or, if no such direction is received, such action as the Indenture Trustee deems most effectual (in each case, which may include declaring an Early Termination Date). Any such action will be without prejudice to any right to claim an Indenture Event of Default.

**United States Federal Income Tax Consequences** 

The Trust will receive an opinion from Allen Overy Shearman Sterling US LLP that, although the tax characterizations are not free from doubt, the Class M Notes will be characterized as indebtedness for U.S. federal income tax purposes, and the Class B Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. The Trust, Freddie Mac and each Beneficial Owner of a Note, by acceptance of such Note, will agree to treat such Note in the manner described above unless a change in law or administrative practice requires a Note to be treated in some other manner.

To the extent payments on the Class B Notes are treated as interest with respect to the interest-bearing collateral arrangement, such interest will be eligible for the portfolio interest exemption subject to certain exceptions and requirements. To the extent payments on the Class B Notes are treated as guarantee fees, Allen Overy Shearman Sterling US LLP is of the opinion that such payments generally will be foreign source for Non-U.S. Beneficial Owners that are not engaged in the conduct of a U.S. trade or business. Accordingly, Allen Overy Shearman Sterling US LLP is of the opinion that such payments will not be subject to U.S. withholding tax, though paying agents other than Freddie Mac may disagree. Potential investors that are Non-U.S. Beneficial Owners should consult with their tax advisors.

In the opinion of Allen Overy Shearman Sterling US LLP, although the matter is not free from doubt, neither the Trust nor any portion thereof will be classified as an association taxable as a corporation, a publicly traded partnership taxable as a corporation or a taxable mortgage pool taxable as a corporation for U.S. federal income tax purposes. In addition, in the opinion of Allen Overy Shearman Sterling US LLP, the Trust will not be treated as engaged in the conduct of a U.S. trade or business as a result of its contemplated activities.

To the extent that your investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, you may be subject to restrictions on investment in the Notes. You should consult your legal, tax and accounting advisers for assistance in determining the suitability of and consequences to you of the purchase, ownership and sale of the Notes.

You should be aware that the Notes do not represent an interest in and are not secured by the Reference Pool or any Reference Obligation and that the Notes do not represent obligations of Freddie Mac.

**Legal Investment** 







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The Notes will not constitute "mortgage related securities" for purposes of SMMEA.

**ERISA Considerations** 

Fiduciaries or other persons acting on behalf of or using the assets of (i) any employee benefit plan or arrangement, including an IRA, subject to ERISA, Section 4975 of the Code, or any Similar Law or (ii) an entity which is deemed to hold the assets of such Plan, should carefully review with their legal advisors whether the purchase or holding of a Note could give rise to a transaction prohibited or not otherwise permissible under ERISA, the Code or Similar Law.

Subject to the considerations and conditions described in the Final PPM it is expected that the Class M Notes may be acquired by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. The Class B Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan.

**Registration and Denomination** 

The Notes will be issuable in book-entry form through DTC, Euroclear and Clearstream. The Notes will be issued in minimum denominations specified in <u>Table 1</u> and integral multiples of \$1 in excess thereof.

**Record Date** 

The Business Day immediately preceding a Payment Date, with respect to Book-Entry Notes, and the last Business Day of the calendar month preceding a Payment Date, with respect to Definitive Notes.

**Investment Company Act** 

The Trust has not registered and will not register with the SEC as an investment company under the Investment Company Act in reliance on Section 2(b) of the Investment Company Act. The Trust has been structured with the intent that it will not constitute a "covered fund" for purposes of the Volcker Rule.

**Commodity Pool Considerations** 

Freddie Mac does not consider the Trust to be a "commodity pool" as such term is defined in the Commodity Exchange Act and, therefore, no person associated with the Trust should be subject to registration with the CFTC as a CPO. If Freddie Mac subsequently determines that the Trust is a "commodity pool," then Freddie Mac or another Transaction Party may be subject to CPO registration absent an exemption. In this case, Freddie Mac may either (i) cause an early termination of the Collateral Administration Agreement and the Capital Contribution Agreement, which would result in redemption of the Notes prior to the Scheduled Maturity Date, or (ii) Freddie Mac, or another Transaction Party, may register as a CPO. If Freddie Mac determines that the Trust is a "commodity pool" under the Commodity Exchange Act, Freddie Mac will direct the Indenture Trustee to notify Noteholders as to Freddie Mac's proposed course of action, including whether it intends to claim an exemption from CPO registration, effect an early redemption of the Notes, or register as a CPO. You should consult your legal advisors to determine whether, and to what extent, you would be impacted if the Trust were to be deemed a "commodity







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pool" and investments in the Notes were to be deemed an investment in commodity interests that could subject the investor to regulation as a "commodity pool".







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#### GLOSSARY OF SIGNIFICANT TERMS

Whenever used in this Term Sheet, the following words and phrases have the following meanings, unless the context otherwise requires.

- "30-Day Average SOFR" with respect to any U.S. Government Securities Business Day, means the compounded average of SOFR over a rolling 30-calendar day period as such rate appears on the FRBNY's Website (currently at https://www.newyorkfed.org/markets/reference-rates/sofr-averages-and-index) as "30-Day Average SOFR" on such U.S. Government Securities Business Day; provided, however, that if the FRBNY ceases to publish 30-Day Average SOFR, at such other source selected by Freddie Mac in its sole discretion.
- "Account Bank" means U.S. Bank National Association.
- "Account Control Agreement" means the Account Control Agreement dated as of the Closing Date, among the Trust, the Indenture Trustee, the Account Bank and the Custodian, as the same may be amended, supplemented or modified from time to time.
- "Accounting Net Yield" with respect to each Payment Date and any Reference Obligation, means the related mortgage rate less the related servicing fee rate.
- "Accrual Period" with respect to each Payment Date, means the period beginning on and including the prior Payment Date (or, in the case of the first Payment Date, the Closing Date) and ending on and including the day preceding such Payment Date.
- "Additional Collateral" means, all of the Trust's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Collateral Administration Agreement and Capital Contribution Agreement and all payments to the Trust thereunder or with respect thereto, (b) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing and (c) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses.
- "Administration Agreement" means the Administration Agreement dated as of the Closing Date, among the Indenture Trustee, the Custodian, the Account Bank, the Investment Manager, the Owner Trustee, the Trust, the Sponsor and the Administrator, as the same may be amended, supplemented or modified from time to time.
- "Administrator" means the administrator pursuant to the Administration Agreement. On the Closing Date, the Administrator will be Freddie Mac.
- "Affiliate" with respect to a specified person, means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.
- "Basic Documents" means the Trust Agreement, the Notes, the Owner Certificate, the Indenture, the Collateral Administration Agreement, the Capital Contribution Agreement, the Administration Agreement, the Account Control Agreement, the Investment Management Agreement, the Note Purchase Agreement and each other document to which the Trust is or may become a party, in each case as the same may be amended, supplemented or modified from time to time.
- **"BCE Reference Obligation"** means a Reference Obligation originated in connection with Freddie Mac's multifamily targeted affordable housing tax-exempt bond credit enhancement program.
- "BCE Reference Obligation Removal Event" means with respect to any BCE Reference Obligation, an event that will occur on the later of (i) the date set forth on <u>Appendix A</u> to the Preliminary PPM or the Final PPM as the "Credit Enhancement Maturity Date" for such BCE Reference Obligation or (ii) the date on which Freddie Mac elects to remove such BCE Reference Obligation from the Reference Pool in its sole discretion.







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"BCE Related Bonds" means with respect to any BCE Reference Obligation, the fixed rate or variable rate, tax-exempt or taxable, municipal bonds or notes issued by a governmental agency or entity for which Freddie Mac provides credit enhancement (or which bonds are not directly credit enhanced by Freddie Mac, but which are secured in part by underlying mortgage loans for which Freddie Mac provides credit enhancement) pursuant to the related credit enhancement agreement entered into by Freddie Mac and the related trustee or custodian for such bonds under the TAH BCE Program, as further described under "The Reference Obligations — BCE Reference Obligations" in the Preliminary PPM.

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

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

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

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

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

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

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

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







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

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

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

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.
- "Beneficial Owner" means, individually and collectively, a U.S. Beneficial Owner and a Non-U.S. Beneficial Owner.
- "BlackRock" means BlackRock Financial Management, Inc.
- "BMO Capital Markets" means BMO Capital Markets Corp.
- "BofA Securities" means BofA Securities, Inc.
- "Book-Entry Notes" means global notes in book-entry form held through the book-entry system of DTC, Euroclear or Clearstream, as applicable.
- "Business Day" means a day other than (i) a Saturday or Sunday; or (ii) a day on which the offices of Freddie Mac, the corporate trust offices of the Owner Trustee, the corporate trust offices of the Indenture Trustee, DTC, or the banking institutions in the City of New York are authorized or obligated by law or executive order to be closed.
- "Capital Contribution Agreement" means the Capital Contribution Agreement dated as of the Closing Date, among the Trust, the Indenture Trustee and Freddie Mac, as the same may be amended, supplemented or modified from time to time.
- "Capital Contribution Amount" with respect to each Payment Date, means the sum of the Index Component Contribution *plus* the Investment Liquidation Contribution for such Payment Date.
- "CastleOak Securities" means CastleOak Securities, L.P.
- "CFTC" means the Commodity Futures Trading Commission.
- "Class" means, individually and collectively, the classes of Notes and/or the classes of Reference Tranches, as the context may require.





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"Class B Notes" means the Class B-1 Notes.

"Class Coupon" means the applicable *per annum* interest rate for each Class of Notes and the Class B-2H Reference Tranche, which will be equal to: (x) for the first Accrual Period, the *per annum* interest rate shown for such Class under the column "Initial Class Coupon" in <u>Table 1</u> and (y) for all other Accrual Periods, the sum of (a) the SOFR Rate *plus* (b) the margin shown for such Class in <u>Table 1</u>, subject to the applicable Class Coupon Minimum Rate set forth in Table 1.

"Class M Notes" means the Class M-1 and Class M-2 Notes.

"Class Notional Amount" with respect to each Class of Reference Tranche as of any Payment Date, means the notional principal amount on such Payment Date, which amount will equal the initial Class Notional Amount of such Class of Reference Tranche, minus the aggregate amount of Senior Reduction Amounts and/or Subordinate Reduction Amounts and Supplemental Subordinate Reduction Amounts allocated to such Class of Reference Tranche on such Payment Date and all prior Payment Dates, minus the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Notional Amount of such Class of Reference Tranche on such Payment Date and on all prior Payment Dates, minus the aggregate amount of Notes Retirement Amounts paid, if any, by the Trust to Freddie Mac to retire any portion of the Corresponding Class of Notes on such Payment Date and on all prior Payment Dates, plus the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Notional Amount of such Class of Reference Tranche on such Payment Date and on all prior Payment Dates, plus, with respect to the Class A-H Reference Tranche, the aggregate amount of Supplemental Senior Increase Amounts allocated to increase the Class Notional Amount thereof on such Payment Date and on all prior Payment Dates, and plus, in the case of each of the Class M-1H, Class M-2H and Class B-1H Reference Tranches, the aggregate amount of Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class M-1, Class M-2 and Class B-1 Reference Tranches, respectively. For the avoidance of doubt, no Tranche Write-up Amount or Tranche Write-down Amount will be applied twice on the same Payment Date.

"Class Principal Balance" means, individually and collectively, as of any Payment Date and with respect to each Class of Notes, the maximum dollar amount of principal to which the Holders of such Class of Notes are then entitled, with such amount being equal to the original Class Principal Balance of such Class of Notes, minus the aggregate amount of principal paid by the Trust on such Class of Notes on such Payment Date and all prior Payment Dates, minus the aggregate amount of Notes Retirement Amounts paid, if any, by the Trust to Freddie Mac on such Payment Date and all prior Payment Dates to retire any portion of such Class of Notes, minus the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates, and plus the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Principal Balance of such Class of Notes on such Payment Dates.

"Clearstream" means Clearstream Banking, société anonyme, which holds securities for its participants and facilitates the clearance and settlement of securities transactions between its participants through electronic book-entry changes in accounts of its participants.

"Closing Date" means November 25, 2025.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means collectively, the Additional Collateral and the Secured Collateral.

"Collateral Administration Agreement" means the Collateral Administration Agreement dated as of the Closing Date, among the Trust, the Indenture Trustee and Freddie Mac, as the same may be amended, supplemented or modified from time to time.

"Commodity Exchange Act" means the Commodity Exchange Act, 7 U.S.C. 1 et seq.

"Common Depositary" means the common depositary for Euroclear, Clearstream and/or any other applicable clearing system, which will hold Common Depositary Notes on behalf of Euroclear, Clearstream and/or any such other applicable clearing system.







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"Common Depositary Notes" means Notes that are deposited with a Common Depositary and that will clear and settle through the systems operated by Euroclear, Clearstream and/or any such other applicable clearing system other than DTC.

"Corresponding Class of Notes" means with respect to (i) the Class M-1 Reference Tranche, the Class M-1 Notes, (ii) the Class M-2 Reference Tranche, the Class M-2 Notes and (iii) the Class B-1 Reference Tranche, the Class B-1 Notes.

"Corresponding Class of Reference Tranche" means with respect to (i) the Class M-1 Notes, the Class M-1 Reference Tranche, (ii) the Class M-2 Notes, the Class M-2 Reference Tranche and (iii) the Class B-1 Notes, the Class B-1 Reference Tranche.

"CPO" means a "commodity pool operator" as defined under the Commodity Exchange Act.

"Credit Event" with respect to any Payment Date on or before the Termination Date and any Reference Obligation, means the first to occur of any of the following events with respect to such Reference Obligation being reported by the applicable servicer to Freddie Mac during the related Reporting Period: (i) a seriously delinquent mortgage note is sold in good faith to a party other than Freddie Mac or its affiliate prior to foreclosure with the intent to maximize the net recovery from the underlying mortgage loan, or with respect to a seriously delinquent mortgage note relating to a BCE Reference Obligation, following the advance of credit enhancement funds to pay the unpaid principal balance of, interest on, and other amounts due with respect to the BCE Related Bond and termination of the credit enhancement by Freddie Mac, the unenhanced BCE Related Bond is sold in good faith to a party other than Freddie Mac or its affiliate prior to foreclosure with the intent to maximize the net recovery from the underlying BCE Reference Obligation, (ii) the mortgaged property that secured the related mortgage note is sold to a third party at a foreclosure sale, (iii) an REO disposition occurs, (iv) any final disposition of a bankruptcy or insolvency petition or action involving the underlying borrower, guarantor or other loan obligor on such Reference Obligation or of an action in which any such obligor admits in writing its inability to pay its obligations as they arise, or (v) the related mortgage note is charged off. With respect to any Credit Event Reference Obligation, there can only be one occurrence of a Credit Event, provided that one additional separate Credit Event can occur with respect to each instance of such Credit Event Reference Obligation becoming a Reversed Credit Event Reference Obligation.

"Credit Event Amount" with respect to each Payment Date, means the aggregate amount of the Credit Event UPBs of all Credit Event Reference Obligations for the related Reporting Period.

"Credit Event Net Gain" with respect to any Credit Event Reference Obligation, means an amount equal to the excess, if any, of:

- (a) the related Net Liquidation Proceeds; over
- (b) the sum of:
  - (i) the related Credit Event UPB;
- (ii) the total amount of prior principal forgiveness modifications, if any, on the related Credit Event Reference Obligation;
- (iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date Freddie Mac determines such Reference Obligation has been reported as a Credit Event Reference Obligation; and
- (iv) with respect to any BCE Reference Obligation for which Freddie Mac provided credit enhancement for bond issuer fees or payments owed to interest rate swap providers pursuant to the related credit enhancement agreement, the total amount of any credit advances for bond issuer fees or payments owed to







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interest rate swap providers for which Freddie Mac was not reimbursed or paid on the date that Freddie Mac determines such Reference Obligation has been reported as a Credit Event Reference Obligation.

"Credit Event Net Loss" with respect to any Credit Event Reference Obligation, means an amount equal to the excess, if any, of:

- (a) the sum of:
  - (i) the related Credit Event UPB;
- (ii) the total amount of prior principal forgiveness modifications, if any, on the related Credit Event Reference Obligation;
- (iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date Freddie Mac determines such Reference Obligation has been reported as a Credit Event Reference Obligation; and
- (iv) with respect to any BCE Reference Obligation for which Freddie Mac provided credit enhancement for bond issuer fees or payments owed to interest rate swap providers pursuant to the related credit enhancement agreement, the total amount of any credit advances for issuer fees or payments owed to interest rate swap providers for which Freddie Mac was not reimbursed or paid on the date that Freddie Mac determines such Reference Obligation has been reported as a Credit Event Reference Obligation, over
- (b) the related Net Liquidation Proceeds.
- "Credit Event Reference Obligation" with respect to any Payment Date, means any Reference Obligation with respect to which a Credit Event has occurred during the related Reporting Period.
- "Credit Event UPB" with respect to any Credit Event Reference Obligation, means the UPB thereof as of the end of the Reporting Period related to the Payment Date on which it became a Credit Event Reference Obligation.
- "Crossed Loan Group" means (i) a group of two or more Reference Obligations that are cross-collateralized or cross-defaulted with each other or (ii) a group of one or more Reference Obligations and one or more Outside Crossed Loans that are cross-collateralized or cross-defaulted with each other.
- "Current Accrual Rate" with respect to each Payment Date and any Reference Obligation, means the related current Accounting Net Yield (as adjusted for any modifications).
- "Custodian" means the custodian pursuant to the Account Control Agreement. On the Closing Date, the Custodian will be U.S. Bank Trust Co.
- "Custodian Account" means the Eligible Account designated as the "Custodian Account" established and maintained by the Custodian at the Account Bank pursuant to the Indenture and the Account Control Agreement in the name of the Trust, subject to the lien of the Indenture Trustee, for the benefit of the Secured Parties, in each case as their interests may appear.
- "Cut-off Date" means the close of business on November 1, 2025.
- "Cut-off Date Balance" means with respect to any Reference Obligation, supplemental loan (e.g., a taxable tail) or Outside Crossed Loan, the UPB of such Reference Obligation, supplemental loans or Outside Crossed Loan, as applicable, as of the Cut-off Date, and if the context requires, the aggregate UPB of any Reference Obligations, supplement loans and/or Outside Crossed Loans.
- "Cut-off Date LTV" means, with respect to any Reference Obligation, the loan-to-value ratio, expressed as a percentage, obtained by dividing (a) the Reference Obligation Balance as of the Cut-off Date to (ii) the most recent







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as-is appraised value or as-stabilized appraised value of the related mortgaged property obtained by, or in the possession of, Freddie Mac prior to the Cut-off Date.

- **"Cut-off Date Reference Pool Balance"** means \$20,943,264,774, which is the aggregate UPB of the Reference Obligations in the Reference Pool as of the Cut-off Date.
- "Day Count Fraction" means the percentage equivalent of a fraction, the numerator of which is the actual number of days in the related Accrual Period and the denominator of which is 360.
- "Definitive Notes" means fully-registered Notes in definitive form.
- "Delinquency Test" with respect to any Payment Date, means a test that will be satisfied if:
  - (a) the sum of the Distressed Principal Balance for the current Payment Date and each of the preceding two Payment Dates, divided by three or, in the case of any Payment Date prior to the third Payment Date after the Closing Date, the sum of the Distressed Principal Balance for the current Payment Date and each of the preceding Payment Dates, divided by the number of Payment Dates since the Closing Date,

#### is less than

- (b) 40% of the amount by which (i) the product of (x) the Subordinate Percentage and (y) the aggregate UPB of the Reference Obligations as of the preceding Payment Date; exceeds (ii) the Principal Loss Amount for the current Payment Date.
- "Distressed Principal Balance" with respect to any Payment Date, means the sum, without duplication, of the UPB of Reference Obligations that meet any of the following criteria:
  - (a) Reference Obligations that are reported as 60 days or more delinquent; or
  - (b) Reference Obligations that are in foreclosure, bankruptcy, or REO status.
- "Distribution Account" means the Eligible Account designated as the "Distribution Account," and established in the name of the Indenture Trustee at the Account Bank pursuant to the Indenture in which the following amounts will be deposited upon receipt: (a) investment income earned on the Eligible Investments, (b) proceeds from the liquidation of Eligible Investments and (c) the Transfer Amounts, Return Reimbursement Amounts, Capital Contribution Amounts and Return Amounts that become due and payable.
- "Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- "DTC" means The Depository Trust Company, a New York-chartered limited purpose trust company.
- "DTC Note" means a Note cleared, settled and maintained on the DTC system, registered in the name of a nominee of DTC. All Notes will be DTC Notes at issuance.
- "Earliest Time-Based Call Option Date" means the Payment Date occurring in November 2030.
- **"Early Redemption Date"** means the Payment Date on which the Notes will be redeemed, which date is concurrent with the Early Termination Date.
- "Early Termination Date" means, prior to or on the Scheduled Maturity Date, the earliest to occur of:
  - (i) the Payment Date so designated by the Trust following the occurrence of a Freddie Mac Default;
  - (ii) the Payment Date so designated by Freddie Mac following the occurrence of an Optional Termination Event:
  - (iii) the Payment Date related to the Reporting Period in which there occurs the final payment or other liquidation of the last Reference Obligation remaining in the Reference Pool or the disposition of any REO in respect thereof;







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- (iv) the Payment Date related to the Reporting Period in which there occurs the removal of the last Reference Obligation remaining in the Reference Pool or any REO in respect thereof;
- (v) the Payment Date on which the aggregate Class Principal Balance of all outstanding Classes of Notes is reduced to zero (without giving effect to any allocations of Tranche Write-down Amounts or Tranche Write-up Amounts on such Payment Date and all prior Payment Dates) and accrued and unpaid interest due on the Notes has been paid in full; and
  - (vi) the Payment Date so designated by the Trust or Freddie Mac:
    - (A) in the event the maturity of the Notes has been accelerated in accordance with the Indenture; or
    - (B) following a merger or analogous event by the Trust or Freddie Mac without a corresponding assumption of the Trust's or Freddie Mac's respective obligations under the Basic Documents.

**"Eligibility Criteria"** means the eligibility criteria to be satisfied with respect to each mortgage loan and the related Reference Obligation in the Reference Pool as of the Cut-off Date, which criteria are as follows:

- (a) is a first-lien mortgage loan, a second-lien mortgage loan, a third-lien mortgage loan, a TEL or a taxable tail secured by a multifamily mortgaged property, with an original term of 60 to 360 months;
  - (b) was originated between February 2018 and September 2025;
  - (c) has not been 30 or more days delinquent from the date of acquisition;
- (d) has not been in forbearance or other payment relief program within 12 months prior to the Cut-off Date and any deferred amounts have been repaid as of the Cut-off Date;
- (e) has an underwritten debt service coverage ratio that is greater than or equal to 1.25x (or, in the case of (i) a floating-rate loan or hybrid ARM loan, greater than or equal to 1.00x, (ii) a targeted affordable housing loan, greater than or equal to 1.15x or (iii) a loan that was specially approved by Freddie Mac, greater than or equal to 1.20x (and, with respect to a BCE Reference Obligation, such underwritten debt service coverage ratio may take into account any letter of credit provided by the borrower)); and
- (f) has an Underwritten LTV (which may be different from the Cut-off Date LTV shown on Appendix A to the Preliminary PPM and Final PPM) that is less than or equal to 80% (or, in the case of a targeted affordable housing loan, less than or equal to 90%).

## "Eligible Account" means:

- (a) with respect to the Distribution Account, a segregated account maintained with the corporate trust department of a federal or state-chartered depository institution or trust company that has a combined capital and surplus of at least \$50,000,000 and has corporate trust powers, and that has a short-term unsecured debt obligations or issuer rating of at least "A-2" by S&P, "P-2" by Moody's and "F2" by Fitch; provided, 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); and
- (b) with respect to the Custodian Account, a segregated account maintained with the corporate trust department of a federal or state-chartered depository institution or trust company that has a combined capital and surplus of at least \$1,000,000,000 and that has a long-term unsecured debt obligations or issuer rating of at least "BBB" by S&P, "Baa2" by Moody's and "BBB" by Fitch.







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- "Eligible Investments" means each of the following U.S. dollar-denominated investments, provided such investment must have a maturity date no later than the earlier of one year from the date of purchase and the Earliest Time-Based Call Option Date and, beginning on the 180th day preceding the Earliest Time-Based Call Option Date, such investment must have a maturity date no later than 60 days from the date of purchase (except as otherwise set forth in clause (b) below):
  - (a) Obligations issued or fully guaranteed by (i) the U.S. government or a U.S. government agency or instrumentality, (ii) the World Bank, (iii) the International Finance Corporation, (iv) the Inter-American Development Bank or (v) the Asian Development Bank;
  - (b) Repurchase obligations involving any security described in clause (a) above (without any restriction based on the maturity date of such security) and entered into with an approved counterparty under the Investment Management Agreement; and
  - (c) Government money market funds rated in one of the two highest categories for long-term unsecured debt or in the highest category for short-term obligations by each applicable NRSRO; provided that such fund is an approved fund as identified under the Investment Management Agreement;

provided, however, that (1) from the Closing Date and up to and including the 181st day preceding the Earliest Time-Based Call Option Date: (i) at least 25% of the Eligible Investments must have a maturity date no later than 30 days from the date of purchase; (ii) at least 50% of the Eligible Investments must have a maturity date no later than 60 days from the date of purchase; and (iii) 100% of the Eligible Investments must be noncallable; and (2) in the event an investment fails to qualify under any of clauses (a) through (c) above, the proceeds of the sale of such investment will still be deemed to be proceeds of an Eligible Investment, provided that such proceeds are promptly distributed in accordance with the Indenture or reinvested in Eligible Investments, as applicable. With respect to government money market funds, the maturity date will be determined under SEC Rule 2a-7 promulgated under the Investment Company Act.

- "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- **"ERISA Plan"** means an employee benefit plan, or certain other retirement plans and arrangements, including IRAs and annuities, Keogh plans, and collective investment funds in which such plans, accounts, annuities or arrangements are invested, that are described in or must follow Title I of ERISA or Section 4975 of the Code, or an entity that is deemed to hold the assets of any such plan.
- "EU" means the European Union.
- "EU Institutional Investor" means an institutional investor as defined in the EU Securitization Regulation.
- **"EU Securitization Regulation"** means Regulation (EU) 2017/2401 amending Regulation (EU) No. 575/2013 and Regulation (EU) 2017/2402 relating to a European framework for simple, transparent and standardized securitization, as amended, varied or substituted from time to time, and including any implementing regulation, technical standards and official guidance related thereto, in each case as amended, varied or substituted from time to time.
- "Euroclear" means the Euroclear system.
- "EUWA" means the European Union (Withdrawal) Act 2018, as amended.
- "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- "Expenses" with respect to any Payment Date, means an amount equal to the sum of all related fees, charges, indemnity amounts, costs and other amounts payable or reimbursable to each of the Indenture Trustee, the Account Bank, the Custodian, the Investment Manager and the Owner Trustee, but excluding the Fees.
- "Fees" with respect to each Transaction Party, means the annual fees (whether payable annually, monthly or otherwise) payable to such party with respect to the execution of their respective duties under the Basic Documents





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as may be agreed to by such Transaction Party and the Sponsor, including, without limitation, the fees of the Indenture Trustee, the Custodian, the Investment Manager and the Owner Trustee, as further described in the Preliminary PPM.

- "FEMA" means the Federal Emergency Management Agency.
- "Fitch" means Fitch Ratings, Inc., and its successors and assigns.
- "FRBNY" means the Federal Reserve Bank of New York.
- "FRBNY's Website" means the website of the FRBNY, currently at https://www.newyorkfed.org/markets/reference-rates/sofr-averages-and-index or at such other page as may replace such page on the FRBNY's website.
- "Freddie Mac" means the Federal Home Loan Mortgage Corporation, a United States government-sponsored enterprise created and existing under the Freddie Mac Act, its successors and assigns.
- "Freddie Mac Act" means the Federal Home Loan Mortgage Corporation Act, as amended (12 U.S.C. §1451-1459).
- "Freddie Mac Default" means an Indenture Event of Default resulting from any one or more of the following, subject to any applicable notice and cure provisions:
  - (a) any failure by Freddie Mac to pay an amount in excess of \$10,000 (in the aggregate) due and owing by Freddie Mac under the Administration Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by Freddie Mac from the Indenture Trustee; or
  - (b) any failure by Freddie Mac to pay any amount due and owing by Freddie Mac under the Collateral Administration Agreement and/or the Capital Contribution Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by Freddie Mac from the Indenture Trustee; or
  - (c) any failure by Freddie Mac to perform in any material way any other covenant or agreement in the Administration Agreement, the Collateral Administration Agreement and/or the Capital Contribution Agreement, which failure continues unremedied for 60 days after the receipt of notice of such failure by Freddie Mac from the Indenture Trustee; or
  - (d) a court having jurisdiction enters a decree or order for relief in respect of Freddie Mac in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee, custodian, or sequestrator (or other similar official) of Freddie Mac or for all or substantially all of Freddie Mac's property, or order the winding up or liquidation of Freddie Mac's affairs, and such decree or order remains unstayed and in effect for a period of 60 consecutive days; or
  - (e) Freddie Mac commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or Freddie Mac consents to the entry of an order for relief in an involuntary case under any such law, or Freddie Mac consents to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or sequestrator (or other similar official) of Freddie Mac or any substantial part of Freddie Mac's property, or Freddie Mac makes any general assignment for the benefit of creditors, or Freddie Mac fails generally to pay its debts as they become due; provided, that the appointment of a conservator (or other similar official) by a regulator having jurisdiction over Freddie Mac, whether or not Freddie Mac consents to such appointment, will not constitute a Freddie Mac Default.
- "Guide" means the Freddie Mac Multifamily Seller/Servicer Guide.
- "Holder" means, in the case of (a) DTC Notes, DTC or its nominee; (b) Common Depositary Notes, the depositary, or its nominee, in whose name the Notes are registered on behalf of a related clearing system; and (c) Notes in definitive registered form, the person or entity in whose name such Notes are registered in the Note Register.
- "Indenture" means that certain Indenture, to be dated as of the Closing Date, among the Trust, as Issuer, U.S. Bank Trust Co., as Indenture Trustee, U.S. Bank Trust Co., as Custodian, and U.S. Bank N.A., as Account Bank, as the same may be amended, supplemented or modified from time to time.





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- "Indenture Trustee" means the indenture trustee pursuant to the Indenture. On the Closing Date, the Indenture Trustee will be U.S. Bank Trust Co.
- "Index Component" with respect to any Payment Date, means an amount equal to the product of (i) the SOFR Rate for such Payment Date, (ii) the aggregate Class Principal Balance of the Notes immediately preceding such Payment Date and (iii) the Day Count Fraction.
- "Index Component Contribution" with respect to any Payment Date, means an amount equal to the excess, if any, of the Index Component over the investment earnings on Eligible Investments.
- "Initial Purchaser" means, individually and collectively, BofA Securities, Wells Fargo Securities, BMO Capital Markets, CastleOak Securities, J.P. Morgan, Nomura and Performance Trust.
- "Interest Accrual Amount" with respect to each outstanding Class of Notes (and for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, the Class B-2H Reference Tranche) during each Accrual Period, means an amount equal to:
  - (i) the Class Coupon for such Class of Notes or the Class B-2H Reference Tranche, as applicable, for such Accrual Period (calculated using the applicable Class Coupon formula described in <u>Table 1</u>, if applicable), multiplied by
  - the Class Principal Balance or Class Notional Amount of such Class of Notes or the Class B-2H Reference Tranche, as applicable, immediately prior to such Payment Date, multiplied by
  - (iii) the Day Count Fraction.
- "Interest Payment Amount" with respect to each outstanding Class of Notes and any Payment Date, means an amount equal to the Interest Accrual Amount for such Class of Notes on such Payment Date, less any Modification Loss Amount for such Payment Date allocated to reduce the Interest Payment Amount for such Class of Notes for such Payment Date pursuant to the Modification Loss Priority, or *plus* any Modification Gain Amount for such Payment Date allocated to increase the Interest Payment Amount of such Class of Notes for such Payment Date pursuant to the Modification Gain Priority.
- "Investment Company Act" means the Investment Company Act of 1940, as amended.
- "Investment Liquidation Contribution" with respect to any Payment Date, means an amount equal to the excess, if any, of (a) the book value of Eligible Investments liquidated with respect to such Payment Date over (b) the liquidation proceeds of such Eligible Investments.
- "Investment Management Agreement" means the Investment Management Agreement dated as of the Closing Date, among the Investment Manager, the Administrator, the Sponsor and the Trust, as the same may be amended, supplemented or modified from time to time.
- "Investment Manager" means the investment manager pursuant to the Investment Management Agreement. On the Closing Date, the Investment Manager will be BlackRock.
- "IRA" means an individual retirement account.
- **"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.





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"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.

- "Issuer" means the Trust.
- "J.P. Morgan" means J.P. Morgan Securities LLC.
- "Junior Reference Tranche" means each of the Class B-1, Class B-1H and Class B-2H Reference Tranches.
- "Liquidation Proceeds" means, with respect to any Payment Date and any Credit Event Reference Obligation, the sum of the following recoveries, without duplication:
  - (a) all cash proceeds actually received by Freddie Mac from a third-party under any foreclosure, power-of-sale or other sale of the underlying mortgaged property to a third party;
  - (b) all rental income actually received by Freddie Mac in connection with the underlying mortgaged property *plus* all other cash amounts received by the lender or its servicer under the mortgage loan from the borrower, guarantor or other obligor in connection with the Credit Event Reference Obligation;
  - (c) any cash amounts actually received by Freddie Mac from any third-party in connection with such Credit Event Reference Obligation that are not applied to the restoration of the mortgaged property or to obligations owed by the underlying borrower under the terms of the mortgage loan; and
  - (d) any escrows or reserves not previously applied against the Credit Event UPB.
- "Maturity Date" means the earliest to occur of (i) the Scheduled Maturity Date, (ii) the Early Redemption Date and (iii) the Termination Date.
- "MCIP" means multifamily credit insurance pool.
- "Mezzanine Reference Tranche" means each of the Class M-1, Class M-1H, Class M-2 and Class M-2H Reference Tranches.
- "Minimum Credit Enhancement Test" with respect to any Payment Date, means a test that will be satisfied if the Subordinate Percentage is greater than or equal to 4.50%.
- "Modification Event" with respect to any Reference Obligation, means the occurrence of a principal forbearance or mortgage rate modification relating to such Reference Obligation, in each case as reported by the applicable servicer (or, as applicable, the trustee or custodian of the related BCE Related Bond financing) to Freddie Mac during the related Reporting Period, it being understood that in the absence of such mortgage rate modifications or principal balance reductions on account of principal forbearance, a conversion of an adjustable rate to a fixed rate or a term extension with respect to a Reference Obligation will not constitute a Modification Event.
- **"Modification Excess"** with respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, means the excess, if any, of:
  - (a) the monthly Current Accrual Rate of such Reference Obligation multiplied by the interest bearing UPB of such Reference Obligation; over
  - (b) the monthly Original Accrual Rate of such Reference Obligation multiplied by the UPB of such Reference Obligation,

in each case, subject to the interest rate accrual conventions applicable to such Reference Obligation.

**"Modification Gain Amount"** with respect to each Payment Date, means the excess, if any, of the aggregate Modification Excess over the aggregate Modification Shortfall for such Payment Date.





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- "Modification Gain Priority" means the order of priority in which the Modification Gain Amount, if any, will be allocated on each Payment Date on or prior to the Maturity Date, as described in "Description of the Notes Hypothetical Structure and Calculations with respect to the Reference Tranches Allocation of Modification Gain Amount" above.
- "Modification Loss Amount" with respect to each Payment Date, means the excess, if any, of the aggregate Modification Shortfall over the aggregate Modification Excess for such Payment Date.
- "Modification Loss Priority" means the order of priority in which the Modification Loss Amount, if any, will be allocated on each Payment Date on or prior to the Maturity Date, as described in "Description of the Notes Hypothetical Structure and Calculations with respect to the Reference Tranches Allocation of Modification Loss Amount" above.
- "Modification Shortfall" with respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, means the excess, if any, of:
  - (a) the monthly Original Accrual Rate of such Reference Obligation multiplied by the UPB of such Reference Obligation; over
  - (b) the monthly Current Accrual Rate of such Reference Obligation multiplied by the interest bearing UPB of such Reference Obligation,

in each case, subject to the interest rate accrual conventions applicable to such Reference Obligation.

- "Moody's" means Moody's Investors Service, Inc., and its successors and assigns.
- "Multi PC" means a Freddie Mac Multifamily Mortgage Participation Certificate.
- "Multi PC Reference Obligation" means the applicable Reference Obligation Percentage of a mortgage loan secured by a multifamily property that backs the related Multi PCs.
- "Net Liquidation Proceeds" with respect to each Payment Date and any Credit Event Reference Obligation, means the related Liquidation Proceeds (except for those included in the Modification Excess for such Credit Event Reference Obligation), less related expenses and fees, credits and reimbursement of advances and interest thereon; including but not limited to (1) taxes and insurance, legal fees and costs, maintenance and preservation costs, (2) all servicing fees and expenses, (3) all loss mitigation costs, fees and expenses, (4) all bankruptcy or forbearance related costs, expenses and fees, (5) all operating costs related to rehabilitation, maintenance and operation, (6) all disposition costs and expenses, (7) any other payments due but unpaid by the borrower, guarantor or other obligor and (8) any other costs, fees and expenses incurred in respect of such Credit Event Reference Obligation that were reimbursed by Freddie Mac under the related guarantee provided by Freddie Mac in connection with any securitization of such Credit Event Reference Obligation.
- "Nomura" means Nomura Securities International, Inc.
- "Non-U.S. Beneficial Owner" means a Beneficial Owner of a Note that is an individual, a corporation, an estate or a trust that is not a U.S. Person.
- "Note Purchase Agreement" means the Note Purchase Agreement, dated on or before the Closing Date, among Freddie Mac, the Trust, BofA Securities and Wells Fargo Securities, under which BofA Securities is acting for itself and as representative of the Initial Purchasers, other than Wells Fargo Securities, as the same may be amended, supplemented or modified from time to time.
- "Note Register" means a register of the Holders of Notes maintained by the Note Registrar pursuant to the Indenture.
- "Note Registrar" means the note registrar pursuant to the Indenture. On the Closing Date, the Note Registrar will be U.S. Bank Trust Co.
- "Noteholder" means a holder of a Note and is used interchangeably with Holder.







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"Notes" means the Classes of Notes issued on the Closing Date, i.e., the Class M-1, Class M-2 and Class B-1 Notes.

"Notes Retirement Amount" means, with respect to any Notes presented by Freddie Mac to the Trust for retirement of such Notes in accordance with the Indenture, an amount equal to the portion of unpaid Class Principal Balance attributable to such Notes after taking in account the allocation on such Payment Date of all Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Gain Amounts, Modification Loss Amounts, Senior Reduction Amounts, Subordinate Reduction Amounts and Supplemental Senior Increase Amounts.

"NRSRO" means a nationally recognized statistical rating organization as defined in Section 3(a)(62) of the Exchange Act.

"Offered Reference Tranche Percentage" with respect to each Payment Date, means a fraction, expressed as a percentage, equal to the aggregate Class Notional Amount of the Class M-1, Class M-1H, Class M-2, Class M-2H, Class B-1 and Class B-1H Reference Tranches (after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount and any Tranche Write-down Amounts and Tranche Write-up Amounts for such Payment Date) divided by the UPB of the Reference Obligations at the end of the related Reporting Period.

"Official Body" means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of any such government or political subdivision, or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not part of any government) that is responsible for establishing or interpreting accounting standards or principles, in each case whether foreign or domestic.

"Optional Termination Event" means the occurrence of any of the following:

- (1) The SEC makes a final determination that the Trust must register as an investment company under the Investment Company Act.
- (2) Freddie Mac reasonably determines, after consultation with external counsel (which will be a nationally recognized and reputable law firm), that Freddie Mac or another Transaction Party must register as a CPO under the Commodity Exchange Act and the regulations promulgated thereunder.
- (3) Freddie Mac reasonably determines that after the Closing Date, the adoption of any applicable law, regulatory guideline or interpretation or other statement of or regarding financial or regulatory accounting standards or principles, including with respect to capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Official Body, or any request or directive regarding the foregoing (in each case, whether or not having the force of law) of any Official Body, (a) materially adversely affects or would have the effect of materially adversely affecting the rate of return on the capital of Freddie Mac or any affiliate thereof, (b) materially increases the cost or reduces the benefit or would have the effect of materially increasing the cost or reducing the benefit to Freddie Mac or any such affiliate, in any case with respect to the Collateral Administration Agreement or (c) has or would have a materially adverse effect on the treatment of the Collateral Administration Agreement by Freddie Mac or any affiliate thereof for financial accounting purposes.
- (4) Freddie Mac reasonably determines that a financial accounting, tax, banking, insurance or regulatory (including regulatory accounting) requirement or event not contemplated by Freddie Mac on the Closing Date has occurred, which requirement or event could have a material adverse effect upon Freddie Mac.
- (5) Freddie Mac reasonably determines after consultation with a nationally recognized and reputable law firm, that any amendment, supplement or other modification of any Basic Document or any waiver of any provision thereof would materially and adversely affect Freddie Mac's interests, but only if Freddie Mac has not provided its written consent to such amendment, supplement, modification or waiver.
- (6) The aggregate UPB of the Reference Obligations is less than or equal to 10% of the Cut-off Date Reference Pool Balance.







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- (7) The Payment Date occurring in any month commencing with the Payment Date in November 2030 if any Notes remain outstanding on or after each such Payment Date.
- (8) Any failure by the Trust to pay any amount due and owing to Freddie Mac under the Collateral Administration Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by the Trust from Freddie Mac.
- (9) Any failure by the Trust to perform in any material way any other covenant or agreement in the Collateral Administration Agreement, which failure continues unremedied for 60 days after the receipt of notice of such failure by the Trust from Freddie Mac.
- "Original Accrual Rate" with respect to (a) any Reference Obligation with a fixed interest rate means the interest rate as of the Cut-off Date and (b) any Reference Obligation with an adjustable interest rate and each Payment Date means an interest rate calculated for such Payment Date using the interest rate benchmark and spread that was applicable to such Reference Obligation as of the Cut-off Date.
- "Outside Crossed Loan" with respect to any Reference Obligation that is crossed-collateralized and cross-defaulted with (i) any portion of the related mortgage loan that is not included in the Reference Pool or (ii) a mortgage loan that is not included in the Reference Pool, such portion of the related mortgage loan or such mortgage loan that is not included in the Reference Pool.
- "Overcollateralization Amount" with respect to each Payment Date, means an amount equal to (a) the aggregate amount of Write-up Excesses for such Payment Date and all prior Payment Dates, *minus* (b) the aggregate amount of Write-up Excesses used to offset Tranche Write-down Amounts on all prior Payment Dates.
- "Owner Certificate" means the certificate evidencing beneficial ownership of the Trust.
- "Owner Trustee" means the owner trustee pursuant to the Trust Agreement. On the Closing Date, the Owner Trustee will be Wilmington Trust, National Association, not in its individual capacity but solely in its capacity as owner trustee of the Trust.
- **"Payment Date"** means the 25<sup>th</sup> day of each calendar month (or, if such date is not a Business Day), the following Business Day), commencing in December 2025.
- **"Payment Date Statement"** means a statement prepared by the Indenture Trustee each month setting forth certain information relating to the Reference Pool, the Collateral Administration Agreement, the Capital Contribution Agreement, the Investment Management Agreement, the Account Control Agreement, the Notes, the Reference Tranches and the hypothetical structure described in this Term Sheet.
- "Performance Trust" means Performance Trust Capital Partners, LLC.
- "Plan" means an ERISA Plan or a governmental plan, church plan or foreign plan that is subject to foreign law or United States federal, state or local law similar to that of ERISA or Section 4975 of the Code.
- "Preliminary Class Notional Amount" with respect to each Reference Tranche and any Payment Date, means an amount equal to the Class Notional Amount of such Reference Tranche immediately prior to such Payment Date, after the application of the Preliminary Tranche Write-down Amount in accordance with the same priorities set forth in "Description of the Notes Hypothetical Structure and Calculations with respect to the Reference Tranches Allocation of Tranche Write-down Amounts" above, and after the application of the Preliminary Tranche Write-up Amount in accordance with the same priorities set forth in "— Allocation of Tranche Write-up Amounts" above. The Preliminary Class Notional Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.
- "Preliminary Principal Loss Amount" means an amount equal to the Principal Loss Amount computed without giving effect to *clause (d)* of the definition of "Principal Loss Amount." The Preliminary Principal Loss Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification





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Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.

- **"Preliminary Tranche Write-down Amount"** means an amount equal to the Tranche Write-down Amount computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount. The Preliminary Tranche Write-down Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.
- "Preliminary Tranche Write-up Amount" means an amount equal to the Tranche Write-up Amount computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount. The Preliminary Tranche Write-up Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.
- "Principal Loss Amount" with respect to each Payment Date, means the sum of:
  - (a) the aggregate amount of Credit Event Net Losses for all Credit Event Reference Obligations for the related Reporting Period;
  - (b) the aggregate amount of court-approved principal reductions ("cramdowns") on all Reference Obligations in the related Reporting Period;
  - (c) subsequent losses in the related Reporting Period on any Reference Obligation that became a Credit Event Reference Obligation on a prior Payment Date;
  - (d) amounts included in the second, fourth, sixth or eighth priorities set forth in "Description of the Notes Hypothetical Structure and Calculations with respect to the Reference Tranches Allocation of Modification Loss Amount"; and
  - (e) the aggregate amount of Credit Event Net Gains for all Reversed Credit Event Reference Obligations for the related Reporting Period.
- "Principal Recovery Amount" with respect to each Payment Date, means the sum of:
  - (a) the aggregate amount of Credit Event Net Losses for all Reversed Credit Event Reference Obligations for the related Reporting Period;
  - (b) subsequent recoveries in the related Reporting Period on any Reference Obligation that became a Credit Event Reference Obligation on a prior Payment Date;
  - (c) the aggregate amount of the Credit Event Net Gains of all Credit Event Reference Obligations for the related Reporting Period; and
    - (d) solely with respect to the Payment Date that is the Termination Date, the Projected Recovery Amount.
- "Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.
- "Projected Recovery Amount" means the fair value of the estimated amount of future subsequent recoveries on the Credit Event Reference Obligations as determined solely by the Sponsor in its sole discretion on the Termination Date (other than to the extent any such amount has been included in the calculation of any Modification Loss Amount). The Projected Recovery Amount will be included in the Principal Recovery Amount on the Termination Date. For the avoidance of doubt, the Projected Recovery Amount will not be recalculated or redetermined after the Termination Date, even if subsequent recoveries are greater or lesser than the Projected Recovery Amount.
- "Rated Notes" means the Notes identified in <u>Table 1</u> as having expected ratings by the Rating Agency.
- "Rating Agency" means Fitch.







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"Record Date" with respect to each Payment Date, means:

- (1) with respect to Book-Entry Notes, the close of business on the Business Day immediately preceding such Payment Date; and
- (2) with respect to Definitive Notes, the close of business on the last Business Day of the calendar month preceding such Payment Date.
- "Recovery Principal" with respect to any Payment Date, means the sum of:
  - (a) the excess, if any, of the Credit Event Amount for such Payment Date, over the Tranche Write-down Amount for such Payment Date; and
    - (b) the Tranche Write-up Amount for such Payment Date.
- "Reference Obligation" means the portion specified by the applicable Reference Obligation Percentage of each certain multifamily mortgage loan, TEL or taxable tail, as applicable, deed of trust or similar security instrument encumbering the related mortgaged property that meets the Eligibility Criteria, as described under "Scaled Cut-off Balance" in Appendix A to the Preliminary PPM and Final PPM, and collectively, the "Reference Obligations"; provided that, if a Reference Pool Removal occurs, the related Reference Obligation will cease to be a "Reference Obligation" as of the related Reference Pool Removal Date.
- "Reference Obligation Balance" means, with respect to any Reference Obligation, the unpaid principal balance of such Reference Obligation.
- "Reference Obligation Percentage" means the reference obligation percentage of each loan as described in Appendix A to the Preliminary PPM and Final PPM.
- "Reference Pool" means the pool of Reference Obligations as more fully described in Appendix A to the Preliminary PPM and Final PPM.
- "Reference Pool Removal" means the removal of a Reference Obligation from the Reference Pool after the issuance of the Notes because:
  - (i) the Reference Obligation becomes a Credit Event Reference Obligation;
  - (ii) the Reference Obligation is paid in full;
  - (iii) the lender who sold the Reference Obligation to Freddie Mac repurchases the Reference Obligation from Freddie Mac or enters into an agreement with Freddie Mac providing for indemnification in full with respect to the Reference Obligation;
  - (iv) the Reference Obligation is fully defeased pursuant to the terms of the related loan documents;
  - (v) Freddie Mac determines that the information in Appendix A to the Preliminary PPM and Final PPM, with respect to the Reference Obligation, is untrue, incomplete or inaccurate in any material respect;
  - (vi) if the Reference Obligation is a BCE Reference Obligation, a BCE Reference Obligation Removal Event for such BCE Reference Obligation has occurred during the related Reporting Period;
  - (vii) the Reference Obligation becomes subject to sanctions violations under OFAC rules requiring the blocking of payments on, or restriction of transfers of, the underlying mortgage loan; or
  - (viii) (a) the related mortgaged property is in an area impacted by a hurricane that makes landfall in the United States prior to the Closing Date, (b) the related mortgaged property is located in a presidentially-declared major disaster area as a result of such hurricane, (c) the related mortgaged property is located in an area for which FEMA authorizes individual assistance to







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individuals and households as a result of such hurricane, (d) at any time through the last day of the sixth full calendar month immediately following the first date that such hurricane makes landfall in the United States (i.e., excluding the month in which such landfall occurs), the related servicer reports that the Reference Obligation has entered disaster forbearance as a result of such hurricane and (e) the Reference Obligation subsequently becomes delinquent (excluding any payments missed as part of such forbearance period).

In the case of any Reference Obligation required to be removed pursuant to subitem (i) through (viii) above, such removal will be effective as of the related Reference Pool Removal Date.

- "Reference Pool Removal Date" means, with respect to any Reference Pool Removal, the Payment Date related to the Reporting Period during which an event described in clauses (i) through (viii) of the definition of "Reference Pool Removal" occurred with respect to such Reference Obligation, after giving effect to the payment of all Return Amounts required to be paid on such Payment Date.
- "Reference Time" with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the SOFR Determination Time, and (2) if the Benchmark is not SOFR, the time determined by Freddie Mac after giving effect to the Benchmark Replacement Conforming Changes.
- "Reference Tranche" means each Class of reference tranche deemed to be backed by the Reference Pool and comprising part of the hypothetical structure described in "Description of the Notes Hypothetical Structure and Calculations with respect to the Reference Tranches" above, i.e., the Class A-H, Class M-1, Class M-1H, Class M-2, Class M-2H, Class B-1H and Class B-2H Reference Tranches.
- "Regulation S" means Regulation S under the Securities Act.
- "Regulations" means the U.S. Treasury regulations.
- "Relevant Governmental Body" means the Federal Reserve Board and/or the FRBNY, or a committee officially endorsed or convened by the Federal Reserve Board and/or the FRBNY or any successor thereto.
- "REO" means real estate owned property.
- "Reporting Period" means:
  - (a) with respect to each Payment Date and for purposes of making calculations with respect to the hypothetical structure and Reference Tranches:
    - (i) except with respect to BCE Reference Obligations, the calendar month preceding such Payment Date; and
    - (ii) with respect to BCE Reference Obligations, the period during which the servicer, trustee or custodian reports to Freddie Mac (i) mortgage loan payments underlying the BCE Reference Obligations (which may include monthly installments of principal, interest and bond related fees held in escrow until the BCE Related Bond scheduled payment date, if different from the underlying mortgage loan payment date), (ii) payments made on the BCE Related Bonds and (iii) reimbursement payments made to Freddie Mac for credit enhancement payments made with respect to the BCE Related Bond or underlying mortgage loan, typically consisting of the one-month period commencing immediately following a "determination date" under the BCE Related Bond documents in the month preceding the month in which the related "determination date" occurs under the BCE Related Bond documents (or in the case of the first Payment Date, the Cut-off Date) and ending on and including the "determination date" under the BCE Related Bond documents immediately preceding such Payment Date; and
  - (b) such other period as Freddie Mac may specify from time to time to conform to any updates to Freddie Mac's operational processes or timelines for mortgage loans serviced in accordance with the Guide, *provided* that







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notice of such revision is included in a Payment Date Statement made available to the Noteholders at least two calendar months prior to the first Payment Date affected by such revision.

"Retained Interest" means a material net economic interest in the Transaction as provided in Article 6(3)(a) of the EU Securitization Regulation and UK SECN 5.2.8(1)(a) and Article 6(3)(a) of Chapter 2 of UK PRASR in force as of the Closing Date (retention of not less than 5% of the nominal value of each of the tranches sold or transferred to investors) in the form of (x) the credit risk on the Class M-1H Reference Tranche, the Class M-2H Reference Tranche and the Class B-1H Reference Tranche, in each case, in an amount such that it will be not less than 5% of the credit risk on each of: (a) the Class M-1 and Class M-1H Reference Tranches (in the aggregate), (b) the Class M-2 and Class M-2H Reference Tranches (in the aggregate), respectively, and (y) the credit risk on not less than 5% of each of the Class A-H Reference Tranche and the Class B-2H Reference Tranche and, in the case of any further tranching of the Class A-H Reference Tranche or the Class B-2H Reference Tranche, on not less than 5% of each tranche into which the Class A-H Reference Tranche or the Class B-2H Reference Tranche, as applicable, is tranched.

"Return Amount" with respect to any Payment Date, means the aggregate Tranche Write-down Amounts, if any, allocated to reduce the Class Principal Balance of each applicable outstanding Class of Notes on such Payment Date.

"Return Reimbursement Amount" with respect to any Payment Date, means the aggregate Tranche Write-up Amounts, if any, allocated to increase the Class Principal Balance of each applicable outstanding Class of Notes on such Payment Date.

"Reversed Credit Event Reference Obligation" with respect to each Payment Date, means a Reference Obligation formerly in the Reference Pool that became a Credit Event Reference Obligation in a prior Reporting Period that is found in the related Reporting Period to have a data correction that invalidates the previously determined Credit Event.

"Risk Retention Letter" means the letter agreement, dated the Closing Date, from Freddie Mac to the Indenture Trustee, for the benefit of each UK Institutional Investor.

"Rule 17g-5" means Rule 17g-5 of the Exchange Act.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and its successors and assigns.

"SB Certificate" means a Multifamily Mortgage Pass-Through Certificate, Series SB-124 and SB-125.

"SB Reference Obligation" means the applicable Reference Obligation Percentage of a mortgage loan secured by a multifamily property that was originated as part of Freddie Mac's small balance program and backs the SB Certificates.

"Scheduled Maturity Date" means the Payment Date in November 2045.

"Scheduled Termination Date" means the Payment Date in November 2045.

"SEC" means the U.S. Securities and Exchange Commission.

"Secured Collateral" means, individually and collectively, all of the Trust's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Distribution Account, (b) the Custodian Account, (c) all Eligible Investments (including, without limitation, any interest of the Trust in the Custodian Account and any amounts from time to time on deposit therein) purchased with funds on deposit in the Custodian Account all income from the investment of funds therein, (d) the Account Control Agreement, (e) the Investment Management Agreement, (f) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (g) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses.

"Secured Party" means each of Freddie Mac, the Indenture Trustee and the Holders of the Notes.





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"Securities Act" means the Securities Act of 1933, as amended.

"Senior Percentage" with respect to any Payment Date, means the percentage equivalent of a fraction, the numerator of which is the Class Notional Amount of the Class A-H Reference Tranche immediately prior to such Payment Date and the denominator of which is the aggregate UPB of the Reference Obligations in the Reference Pool at the end of the previous Reporting Period.

"Senior Reduction Amount" with respect to any Payment Date, means:

- (A) if either of the Minimum Credit Enhancement Test or the Delinquency Test is not satisfied, the sum of:
  - (i) 100% of Stated Principal for such Payment Date; and
  - (ii) 100% of Recovery Principal for such Payment Date; or
  - (B) if the Minimum Credit Enhancement Test and the Delinquency Test are satisfied, the sum of:
    - (i) the Senior Percentage of Stated Principal for such Payment Date; and
    - (ii) 100% of Recovery Principal for such Payment Date.
- "Series K Reference Obligation" means the applicable Reference Obligation Percentage of a mortgage loan secured by a multifamily property that backs the underlying certificates relating to the Series K SPCs.
- "Series K SPC" means a Freddie Mac Structured Pass-Through Certificate (SPC), Series K-171, K-172, K-173, K-543, K-544, K-545, K-547, K-548 and K-761.
- "Similar Law" means any foreign, United States federal, state or local law which is similar to ERISA or Section 4975 of the Code.
- "SMMEA" means the Secondary Mortgage Market Enhancement Act of 1984, as amended.
- "SOFR" means, with respect to any day, the secured overnight financing rate published for such day by the FRBNY (or a successor administrator), as the administrator of the benchmark, on the FRBNY's Website (or such successor administrator's website).
- "SOFR Adjustment Date" means, with respect to the Notes and any Accrual Period (other than the first Accrual Period), the second U.S. Government Securities Business Day before such Accrual Period begins.
- "SOFR Determination Time" means 3:00 p.m. (New York time).
- **"SOFR Rate"** means 30-Day Average SOFR as published on the applicable U.S. Government Securities Business Day at the SOFR Determination Time; provided, however, if 30-Day Average SOFR does not so appear, 30-Day Average SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such rate appeared on the FRBNY's Website; and provided further, however, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Administrator will determine an alternative Benchmark in accordance with the Benchmark Replacement provisions described under "Description of the Notes Interest Benchmark Replacement Provisions" above, and references to the SOFR Rate herein will be deemed to reference such Benchmark Replacement.
- "Sponsor" means Freddie Mac.
- "Stated Principal" with respect to any Payment Date, means the sum of:
  - (a) all monthly scheduled payments of principal due (whether with respect to the related Reporting Period or any prior Reporting Period) on the Reference Obligations in the Reference Pool and collected during the related Reporting Period, *plus*







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- (b) all partial principal prepayments on the Reference Obligations collected during the related Reporting Period, *plus*
- (c) the aggregate UPB of all Reference Obligations that became Reference Pool Removals during the related Reporting Period, other than Credit Event Reference Obligations or any Reversed Credit Event Reference Obligations, *plus*
- (d) negative adjustments in the UPB of all Reference Obligations as the result of loan modifications or data corrections, *minus*
- (e) positive adjustments in the aggregate UPB of all Reference Obligations as the result of loan modifications, reinstatements into the Reference Pool of Reference Obligations that were previously removed from the Reference Pool in error, or data corrections.

In the event the amount in clause (e) above exceeds the sum of the amounts in clauses (a) through (d) above, the sum of the amounts in clauses (a) through (e) above for the applicable Payment Date will be deemed to be zero, and the Class Notional Amount for the Class A-H Reference Tranche will be increased by the amount in clause (e) above exceeds the sum of the amounts in clauses (a) through (d) above. In the event that Freddie Mac was ever to employ a policy that permitted or required principal forgiveness as a loss mitigation alternative that would be applicable to the Reference Obligations, any principal that may be forgiven with respect to a Reference Obligation will be treated as a negative adjustment in the UPB of such Reference Obligation pursuant to clause (d) above.

- "Subordinate Percentage" with respect to any Payment Date, means the percentage equal to 100% *minus* the Senior Percentage for such Payment Date.
- **"Subordinate Reduction Amount"** with respect to any Payment Date, means the sum of the Stated Principal and Recovery Principal for such Payment Date, less the Senior Reduction Amount.
- "Supplemental Senior Increase Amount" with respect to each Payment Date, means an amount equal to the Supplemental Subordinate Reduction Amount for such Payment Date.
- "Supplemental Subordinate Reduction Amount" with respect to each Payment Date, means the UPB of the Reference Obligations at the end of the related Reporting Period multiplied by the excess, if any, of (i) the Offered Reference Tranche Percentage for such Payment Date over (ii) 5.00%.
- "TAH BCE Program" means Freddie Mac's Targeted Affordable Housing Bond Credit Enhancement Program.
- "Termination Date" means the earlier to occur of:
  - (i) the Scheduled Termination Date; and
  - (ii) the Early Termination Date.
- "Tranche Write-down Amount" with respect to each Payment Date, means the excess, if any, of the Principal Loss Amount for such Payment Date over the Principal Recovery Amount for such Payment Date.
- "Tranche Write-up Amount" with respect to each Payment Date, means the excess, if any, of the Principal Recovery Amount for such Payment Date over the Principal Loss Amount for such Payment Date.
- "Transaction" means the transactions consummated pursuant to the Basic Documents.
- "Transaction Party" means each of the Sponsor, the Administrator, the Trust, the Owner Trustee, each Initial Purchaser, the Indenture Trustee, the Account Bank, the Custodian, the Investment Manager and the successors, assigns and Affiliates of any of them.
- "Transfer Amount" with respect to each Payment Date, means an amount equal to the excess, if any, of the aggregate Interest Payment Amount for such Payment Date over the Index Component for such Payment Date.
- "Treasury" means the United States Department of the Treasury.





FREDDIE MAC MSCR TRUST MN12 PRELIMINARY TERM SHEET

"Trust" means Freddie Mac MSCR Trust MN12, a Delaware statutory trust.

"Trust Agreement" means the trust agreement, dated as of October 2, 2025, as amended and restated by that certain Amended and Restated Trust Agreement dated as of the Closing Date, each between the Sponsor and the Owner Trustee, as the same may be amended, supplemented or modified from time to time.

"Trust Assets" means all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

"UCC" means the Uniform Commercial Code as in effect in the State of New York from time to time.

"UK" means the United Kingdom.

"UK Due Diligence Requirements" means the diligence requirements under Article 5 of Chapter 2 of UK PRASR and UK SECN 4.

"UK Institutional Investor" means an institutional investor as defined in the UK Securitization Framework.

"UK PRASR" means the securitisation part of the Rulebook of Published Policy of the Prudential Regulation Authority of the Bank of England.

"UK Risk Retention Requirement" means the risk retention requirement under Article 6 of Chapter 2 and Chapter 4 of UK PRASR and UK SECN 5.

"UK Securitization Framework" means the Securitisation Regulations 2024 (SI 2024/102) of the UK, as amended from time to time, UK SECN and UK PRASR, together with the relevant provisions of the UK Financial Services and Markets Act 2000 as amended from time to time.

"UK Transparency Requirements" means the disclosure requirements under Article 7 of Chapter 2 of UK PRASR and UK SECN 6.

"UK SECN" means the Securitisation Sourcebook of the Handbook of Rules and Guidance adopted by the UK Financial Conduct Authority.

**"Unadjusted Benchmark Replacement"** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"United States" and "U.S." mean the United States of America, including the states thereof and the District of Columbia.

"UPB" with respect to any Reference Obligation or mortgage loan, means the unpaid principal balance of such Reference Obligation or mortgage loan.

"U.S. Bank N.A." means U.S. Bank National Association.

"U.S. Bank Trust Co." means U.S. Bank Trust Company, National Association.

"U.S. Beneficial Owner" means a U.S. Person that beneficially owns a Note.

"U.S. Person" means:







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- (a) an individual who, for U.S. federal income tax purposes, is a citizen or resident of the United States;
- (b) a corporation or partnership (or other business entity treated as a corporation or partnership for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
  - (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- d. a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. Certain trusts in existence on or before August 20, 1996 that were treated as U.S. persons under the law in effect on such date but fail to qualify as U.S. persons under current law may elect to continue to be treated as U.S. persons to the extent prescribed in the applicable Regulations.
- "Underwritten LTV" means, with respect to any Reference Obligation, the loan-to-value ratio, expressed as a percentage, obtained by dividing (a) the Reference Obligation Balance at origination by (b) the value of the mortgaged property, as defined in the Guide, at origination.
- "Unrated Notes" means the Notes that are not Rated Notes.
- "Volcker Rule" means Section 619 (12 U.S.C. § 1851) of the Dodd-Frank Act.
- "Wells Fargo Securities" means Wells Fargo Securities, LLC.
- **"Write-up Excess"** with respect to any Payment Date, means the amount by which the Tranche Write-up Amount on such Payment Date exceeds the Tranche Write-up Amount allocated on such Payment Date described under "Description of the Notes Hypothetical Structure and Calculations with respect to the Reference Tranches Allocation of Tranche Write-up Amounts" above.







## MSCR NOTES, SERIES 2025-MN12 FREDDIE MAC MSCR TRUST MN12 PRELIMINARY TERM SHEET

# $\label{eq:Appendix A} \textbf{Description of the Reference Pool}^1$

Any Cut-off Date LTV calculations presented in <u>Appendix A</u> to this Term Sheet are based on the most recent asis appraised value or as-stabilized appraised value of the related mortgaged property obtained by, or in the possession of, Freddie Mac prior to the Cut-off Date, as set forth in Appendix A to the Preliminary PPM.

Each Reference Obligation has a Scaled Cut-off Balance equal to the Cut-off Date Balance. The Cut-off Date Balance/Unit, Cut-off Date LTV and Underwritten NCF DSCR calculations presented are based on the Reference Obligations Balance as of the Cut-of Date.

With respect to 3 floating-rate mortgage loans, Underwritten DSCR calculations presented in <u>Appendix A</u> to this Term Sheet are based on an assumed average SOFR of 4.20185% *per annum*, and, with respect to 1 floating-rate mortgage loan, an assumed average SOFR of 4.1994% *per annum*. In addition, the "LTF-002 Loan #3" Reference Obligation is cross-collateralized and cross-defaulted with two mortgage loans that are not part of the Reference Pool, one of which is a floating-rate mortgage loan. For purposes of UW NCF DSCR and UW NCF DSCR (IO), the floating-rate mortgage loan with which the "LTF-002 Loan #3" Reference Obligation is cross-collateralized and cross-defaulted is assumed to bear interest based on an assumed average SOFR of 4.20185% *per annum*.

6 groups of Reference Obligations (each, a "Crossed Loan Group") are made up of two or more mortgage loans that are cross-collateralized and cross-defaulted with each mortgage loan in such group. The Cut-off Date LTV, Maturity LTV and UW NCF DSCR calculations presented for the Reference Obligations in the related Crossed Loan Group reflect, in each case, a weighted average of the respective individual ratio for each mortgage loan weighted based on the Cut-off Date Loan Amount for such mortgage loan relative to the aggregate Cut-off Date Loan Amount for the Crossed Loan Group.

In addition, 2 Reference Obligations are cross-collateralized and cross-defaulted with at least one mortgage loan that is not included in the Reference Pool. The Cut-off Date LTV, Maturity LTV and UW NCF DSCR calculations presented for each Reference Obligation reflect a weighted average of the respective individual ratio for each mortgage loan weighted based on the Cut-off Date Loan Amount for such mortgage loan relative to the aggregate Cut-off Date Loan Amount for the Reference Obligation and related mortgage loans with which it is cross-collateralized and cross-defaulted.

With respect to Cut-off Date LTV, Maturity LTV, Cut-off Date Balance/Unit, UW NCF DSCR and UW NCF DSCR (IO) calculations presented for any supplemental loans (e.g. a taxable tail) subject to a TEL, or any TELs with taxable tails, the calculations include the related TEL and taxable tail.

See also "The Reference Obligations — Additional Information Regarding the Reference Obligations" in the Preliminary PPM.







## **Reference Pool Statistics**

Initial reference pool balance	\$20,943,264,774
Number of underlying mortgage loans / mortgaged real properties	890 / 920
Range of cut-off date principal balances	\$239,635 - \$525,090,000
Average cut-off date principal balance	\$23,531,758
10 largest assets or groups of cross-collateralized assets as a % of pool	14.6%
Range of annual interest rates	3.570% - 7.390%
Weighted average annual interest rate	5.464%
Range of original terms to maturity (months)	60 - 360
Weighted average original term to maturity (months)	94
Range of remaining terms to maturity (months)	32 - 357
Weighted average remaining term to maturity (months)	88
Range of underwritten debt service coverage ratios, based on underwritten net cash flow	1.05x - 10.36x
Weighted average underwritten debt service coverage ratios, based on underwritten net cash flow	1.40x
Range of cut-off date loan-to-value ratios	6.2% - 89.8%
Weighted average cut-off date loan-to-value ratio	63.2%





## Reference Pool Cut-off Date Principal Balances

	Number of Mortgage	Reference Pool Cut-off Date	% of Reference	Weighted Average Underwritten	Weighted Average Cut-off Date	Weighted Average Gross
Range of Cut-off Date Balances	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
\$239,635 - \$9,999,999	357	\$1,444,194,626	6.9%	1.43x	60.2%	5.926%
\$10,000,000 - \$19,999,999	173	2,504,302,662	12.0	1.42x	63.1%	5.588%
\$20,000,000 - \$24,999,999	82	1,881,290,424	9.0	1.44x	63.5%	5.525%
\$25,000,000 - \$29,999,999	50	1,359,262,643	6.5	1.45x	62.2%	5.439%
\$30,000,000 - \$34,999,999	40	1,278,900,783	6.1	1.48x	62.1%	5.558%
\$35,000,000 - \$39,999,999	33	1,237,736,119	5.9	1.39x	65.4%	5.451%
\$40,000,000 - \$49,999,999	49	2,176,978,606	10.4	1.38x	63.9%	5.350%
\$50,000,000 - \$74,999,999	63	3,747,430,374	17.9	1.34x	64.2%	5.358%
\$75,000,000 - \$99,999,999	26	2,229,031,537	10.6	1.41x	61.7%	5.433%
\$100,000,000 - \$525,090,000	17	3,084,137,000	14.7	1.35x	63.7%	5.321%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## Reference Pool Underwritten Debt Service Coverage Ratios

				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Range of Underwritten DSCRs	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
1.05x - 1.14x	2	\$242,641,871	1.2%	1.09x	50.8%	6.216%
1.15x - 1.24x	141	2,510,541,751	12.0	1.20x	66.8%	5.391%
1.25x - 1.29x	354	8,512,505,313	40.6	1.25x	65.6%	5.440%
1.30x - 1.39x	141	2,502,625,041	11.9	1.32x	65.4%	5.688%
1.40x - 1.49x	50	1,450,728,313	6.9	1.45x	62.0%	5.534%
1.50x - 1.74x	118	4,092,352,097	19.5	1.59x	60.9%	5.377%
1.75x - 1.99x	44	1,008,602,239	4.8	1.83x	55.4%	5.458%
2.00x - 2.99x	36	585,200,468	2.8	2.31x	42.5%	5.341%
3.00x - 10.36x	4	38,067,681	0.2	4.86x	22.3%	5.031%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## Reference Pool Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Mortgage Loans	Reference Pool Cut-off Date Balance	% of Reference Pool Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Rate
6.2% - 49.9%	92	\$1,342,307,080	6.4%	1.90x	43.2%	5.629%
50.0% - 54.9%	57	1,155,369,050	5.5	1.55x	52.6%	5.616%
55.0% - 59.9%	119	2,803,024,280	13.4	1.47x	57.9%	5.444%
60.0% - 64.9%	209	5,882,477,636	28.1	1.39x	62.8%	5.447%
65.0% - 69.9%	245	6,641,031,678	31.7	1.30x	67.4%	5.381%
70.0% - 74.9%	145	2,900,380,046	13.8	1.28x	71.4%	5.583%
75.0% - 79.9%	17	171,172,378	8.0	1.23x	77.4%	5.249%
80.0% - 84.9%	3	21,531,535	0.1	1.23x	81.2%	6.005%
85.0% - 89.8%	3	25,971,091	0.1	1.16x	87.6%	5.331%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## Reference Pool Maturity Date Loan-to-Value Ratios

		•		Weighted		
	Number of	Reference Pool		Average	Weighted	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Average Maturity	Average Gross
Range of Maturity Date LTV Ratios	Loans	Balance	Pool Balance	DSCR	Date LTV Ratio	Rate
1.3% - 49.9%	123	\$1,868,963,969	8.9%	1.72x	38.0%	5.641%
50.0% - 54.9%	81	1,494,294,276	7.1	1.52x	52.6%	5.516%
55.0% - 59.9%	170	3,669,041,658	17.5	1.42x	57.9%	5.489%
60.0% - 64.9%	253	7,227,962,843	34.5	1.36x	62.9%	5.439%
65.0% - 69.9%	233	6,057,014,336	28.9	1.31x	67.1%	5.400%
70.0% - 76.7%	30	625,987,692	3.0	1.29x	70.8%	5.579%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	60.5%	5.464%

## **Reference Pool Gross Rates**

				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Range of Gross Rates	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
3.570% - 4.499%	4	\$128,024,166	0.6%	1.23x	68.1%	3.959%
4.500% - 4.749%	4	664,402,364	3.2	1.32x	67.2%	4.658%
4.750% - 4.999%	38	1,518,663,775	7.3	1.50x	63.1%	4.925%
5.000% - 5.249%	109	3,880,595,758	18.5	1.44x	63.4%	5.134%
5.250% - 5.499%	176	5,699,678,197	27.2	1.43x	62.2%	5.360%
5.500% - 5.749%	142	4,026,486,885	19.2	1.34x	64.2%	5.618%
5.750% - 5.999%	177	3,075,417,280	14.7	1.33x	64.5%	5.864%
6.000% - 7.390%	240	1,949,996,349	9.3	1.39x	59.5%	6.271%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%





## **Reference Pool Original Term to Maturity**

	Number of Mortgage	Reference Pool Cut-off Date	% of Reference	Weighted Average Underwritten	Weighted Average Cut-off Date	Weighted Average Gross
Original Term to Maturity (months)	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
60	333	\$8,747,693,686	41.8%	1.38x	63.7%	5.332%
84	178	3,825,562,099	18.3	1.40x	65.4%	5.519%
85 - 119	3	25,873,874	0.1	1.20x	68.9%	4.056%
120	317	7,079,353,219	33.8	1.45x	61.6%	5.569%
121 - 179	7	164,245,682	0.8	1.15x	58.4%	6.019%
180	24	420,710,590	2.0	1.27x	63.9%	5.779%
181 - 203	8	200,443,101	1.0	1.20x	73.4%	4.967%
204	10	105,469,157	0.5	1.21x	64.4%	5.529%
205 - 359	5	244,513,851	1.2	1.14x	54.4%	5.399%
360	5	129,399,515	0.6	1.28x	47.9%	6.444%
Total/Wtd. Average	890	\$20.943.264.774	100.0%	1.40x	63.2%	5.464%

## Reference Pool Remaining Term to Maturity

				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Remaining Term to Maturity (months)	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
32 - 47	17	\$534,338,296	2.6%	1.26x	68.3%	5.469%
48 - 59	318	8,260,065,766	39.4	1.39x	63.3%	5.318%
60 - 71	6	97,441,000	0.5	1.29x	65.7%	5.468%
72 - 83	173	3,816,327,970	18.2	1.39x	65.1%	5.553%
84 - 119	321	7,101,182,314	33.9	1.44x	61.7%	5.565%
120 - 239	48	841,902,703	4.0	1.24x	66.7%	5.435%
240 - 357	7	292,006,725	1.4	1.19x	48.8%	6.071%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## **Reference Pool Original Amortization Term**

	Number of	Reference Pool		Weighted Average	Weighted Average	Weighted
Original Amortization Term (months)	Mortgage Loans	Cut-off Date Balance	% of Reference Pool Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Average Gross Rate
Interest Only	183	\$6,232,613,000	29.8%	1.67x	59.1%	5.363%
300	1	5,938,103	0.0	10.36x	6.2%	5.570%
360	476	6,878,504,644	32.8	1.32x	63.9%	5.645%
420	210	7,384,176,000	35.3	1.24x	65.8%	5.379%
480	20	442,033,027	2.1	1.23x	65.2%	5.502%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## **Reference Pool Remaining Amortization Term**

		oor realition gran		Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Remaining Amortization Term (months)	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
Interest Only	183	\$6,232,613,000	29.8%	1.67x	59.1%	5.363%
293	1	5,938,103	0.0	10.36x	6.2%	5.570%
294 - 359	70	964,257,370	4.6	1.36x	58.1%	5.518%
360	408	5,915,763,000	28.2	1.31x	64.9%	5.666%
361 - 419	32	452,080,274	2.2	1.19x	60.8%	5.577%
420	176	6,930,580,000	33.1	1.25x	66.2%	5.367%
421 - 480	20	442,033,027	2.1	1.23x	65.2%	5.502%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

#### Reference Pool Seasoning

	110	iciciioc i ooi ocus	viiiig			
	Number of	Reference Pool		Weighted	Weighted	Mainhtad
			0/ - 6 D - 6	Average	Average	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Seasoning (months)	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
1 - 2	36	\$710,941,242	3.4%	1.32x	63.8%	5.506%
3	112	2,510,317,017	12.0	1.40x	63.3%	5.223%
4	206	5,468,277,263	26.1	1.40x	65.0%	5.442%
5	171	3,432,623,013	16.4	1.42x	63.3%	5.428%
6 - 8	259	5,497,747,108	26.3	1.45x	61.1%	5.566%
9 - 11	62	1,885,265,795	9.0	1.32x	63.0%	5.572%
12 - 23	33	1,078,718,196	5.2	1.24x	63.9%	5.521%
24 - 59	7	311,149,038	1.5	1.19x	62.4%	5.623%
60 - 92	4	48,226,102	0.2	1.32x	58.4%	4.438%
Total / Wtd. Average	890	\$20.943.264.774	100.0%	1.40x	63.2%	5.464%







**Reference Pool Amortization Type** 

				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgage	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Amortization Type	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
Partial IO	593	\$13,088,280,839	62.5%	1.28x	65.4%	5.501%
Interest Only	183	6,232,613,000	29.8	1.67x	59.1%	5.363%
Balloon	114	1,622,370,935	7.7	1.32x	61.0%	5.562%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## **Reference Pool Loan Purpose**

	Number of Mortgage	Reference Pool Cut-off Date	% of Reference	Weighted Average Underwritten	Weighted Average Cut-off Date	Weighted Average Gross
Loan Purpose	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
Refinance	625	\$14,192,918,518	67.8%	1.40x	62.8%	5.431%
Acquisition	256	6,593,944,193	31.5	1.39x	63.7%	5.530%
Various	1	120,270,000	0.6	1.26x	73.2%	5.810%
Supplemental	8	36,132,063	0.2	1.18x	83.9%	5.402%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

**Reference Pool Property Sub-Type** 

	110.0.0	noo r oorr roporty		Weighted	Weighted	
	Number of Mortgaged	Reference Pool Cut-off Date	% of Reference	Average Underwritten	Average Cut-off Date	Weighted Average Gross
Property Sub-Type	Properties	Balance	Pool Balance	DSCR	LTV Ratio	Rate
Garden	616	\$12,647,358,333	60.4%	1.39x	63.8%	5.444%
Mid Rise	81	2,517,507,325	12.0	1.32x	61.8%	5.498%
High Rise	29	2,326,294,597	11.1	1.37x	61.6%	5.156%
Student	26	1,038,830,000	5.0	1.55x	61.3%	5.695%
Independent Living	41	819,936,000	3.9	1.36x	68.9%	5.992%
Townhome	38	633,232,178	3.0	1.42x	64.8%	5.437%
Age Restricted	47	374,039,535	1.8	1.51x	61.6%	5.645%
Manufactured Housing Community	28	325,913,198	1.6	1.55x	56.5%	5.546%
Assisted Living	11	247,398,505	1.2	1.64x	57.8%	6.015%
MHC Age Restricted	2	6,817,000	0.0	1.25x	57.3%	5.989%
Co-Op	1	5,938,103	0.0	10.36x	6.2%	5.570%
Total / Wtd. Average	920	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## Reference Pool Year Built / Renovated

				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgaged	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Most Recent Year Built / Renovated	Properties	Balance	Pool Balance	DSCR	LTV Ratio	Rate
1900 - 1980	86	\$1,400,583,127	6.7%	1.59x	57.1%	5.587%
1981 - 1990	41	1,080,882,389	5.2	1.42x	63.6%	5.465%
1991 - 2000	41	644,518,968	3.1	1.50x	61.0%	5.441%
2001 - 2010	68	1,349,814,357	6.4	1.39x	63.0%	5.419%
2011 - 2015	59	1,967,417,967	9.4	1.45x	62.6%	5.531%
2016 - 2018	62	2,481,634,376	11.8	1.35x	64.7%	5.312%
2019 - 2022	157	4,644,501,415	22.2	1.37x	62.8%	5.433%
2023 - 2025	406	7,373,912,176	35.2	1.36x	64.3%	5.505%
Total / Wtd. Average	920	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%

## **Reference Pool Current Occupancy**

				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgaged	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Range of Current Occupancy	Properties_	Balance	Pool Balance	DSCR	LTV Ratio	Rate
60.9% - 79.9%	7	\$101,509,392	0.5%	1.27x	69.8%	5.510%
80.0% - 89.9%	64	1,399,967,775	6.7	1.35x	62.0%	5.653%
90.0% - 92.4%	121	3,183,440,868	15.2	1.39x	61.7%	5.508%
92.5% - 94.9%	198	5,906,390,625	28.2	1.37x	64.6%	5.334%
95.0% - 97.4%	240	6,343,196,748	30.3	1.41x	63.3%	5.473%
97.5% - 99.9%	138	3,218,164,136	15.4	1.42x	62.6%	5.468%
100.0%	152	790,595,229	3.8	1.46x	61.1%	5.836%
Total / Wtd. Average	920	\$20.943.264.774	100.0%	1.40x	63.2%	5.464%







Reference Pool Geographic Distribution

		or our ocograpme		Waightad	Wajahtad	
				Weighted	Weighted	
	Number of	Reference Pool		Average	Average	Weighted
	Mortgaged	Cut-off Date	% of Reference	Underwritten	Cut-off Date	Average Gross
Property Location	Properties	Balance	Pool Balance	DSCR	LTV Ratio	Rate
Texas	117	\$2,816,134,295	13.4%	1.35x	64.3%	5.462%
New York	71	2,554,338,437	12.2	1.33x	61.4%	5.343%
California	99	2,274,046,335	10.9	1.45x	62.4%	5.414%
Southern California	56	1,354,084,502	6.5	1.49x	60.5%	5.434%
Northern California	43	919,961,832	4.4	1.39x	65.1%	5.383%
Florida	57	1,692,273,044	8.1	1.39x	63.8%	5.540%
	41		4.3	1.49x	62.8%	5.375%
Pennsylvania		910,404,051				
Arizona	30	840,703,218	4.0	1.41x	61.7%	5.276%
Washington	36	823,132,707	3.9	1.35x	65.5%	5.430%
Virginia	20	781,295,000	3.7	1.40x	61.6%	5.350%
Illinois	35	743,210,166	3.5	1.37x	66.5%	5.554%
Georgia	31	674,241,582	3.2	1.36x	65.8%	5.387%
New Jersey	31	670,092,560	3.2	1.34x	63.6%	5.548%
North Carolina	38	653,297,205	3.1	1.43x	61.5%	5.471%
South Carolina	25	524,641,978	2.5	1.37x	64.7%	5.315%
Maryland	15	441,088,554	2.1	1.41x	64.1%	5.509%
Ohio	33	364,382,712	1.7	1.44x	66.5%	5.720%
Connecticut	17	352,036,800	1.7	1.36x	64.4%	5.682%
	20		1.7	1.41x		
Indiana		348,107,562			63.3%	5.662%
Louisiana	17	340,942,319	1.6	1.33x	62.2%	5.470%
Michigan	21	338,053,693	1.6	1.61x	60.7%	5.648%
Massachusetts	8	252,714,197	1.2	1.38x	57.9%	5.611%
Nevada	10	206,934,000	1.0	1.44x	61.7%	5.334%
Colorado	12	204,317,555	1.0	1.37x	61.8%	5.491%
Tennessee	14	200,966,000	1.0	1.32x	61.8%	5.689%
Minnesota	12	200,063,679	1.0	1.26x	70.2%	5.752%
Oregon	12	183,118,098	0.9	1.42x	64.5%	5.463%
Oklahoma	9	176,227,209	0.8	1.39x	64.9%	5.549%
Washington, DC	7	174,635,349	0.8	1.14x	58.4%	5.974%
Utah	8	171,290,186	0.8	1.64x	62.2%	5.236%
	13		0.8	1.33x	67.1%	
Missouri		164,120,000				5.759%
New Mexico	5	142,503,000	0.7	1.46x	62.7%	5.721%
Wisconsin	4	123,382,808	0.6	1.61x	65.0%	5.784%
Kansas	8	88,835,491	0.4	1.50x	62.6%	5.615%
Nebraska	4	86,859,000	0.4	2.03x	52.6%	5.216%
New Hampshire	1	84,760,000	0.4	1.69x	53.9%	5.200%
Kentucky	9	62,584,652	0.3	1.45x	67.0%	5.793%
North Dakota	10	61,549,000	0.3	1.90x	56.1%	5.766%
Alabama	5	44,674,007	0.2	1.79x	51.7%	5.391%
West Virginia	4	42,883,000	0.2	1.31x	64.3%	5.596%
Montana	1	31,010,000	0.1	1.25x	66.7%	4.900%
Delaware	2		0.1	1.43x	64.8%	
		27,866,653				6.131%
Maine	1	24,354,000	0.1	1.31x	71.6%	5.930%
Arkansas	2	22,304,672	0.1	1.25x	61.6%	5.523%
Mississippi	2	9,887,000	0.0	1.44x	68.3%	5.664%
lowa	1	5,042,000	0.0	1.57x	68.1%	6.320%
Idaho	1	4,901,000	0.0	1.25x	68.9%	6.120%
Alaska	1	3,060,000	0.0	1.16x	71.3%	6.140%
Total / Wtd. Average	920	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%
		, , , , , , , , , , , , , , , , , , , ,				

**Reference Pool Prepayment Protection** 

	Number of Mortgage	Reference Pool Cut-off Date	% of Reference	Weighted Average Underwritten	Weighted Average Cut-off Date	Weighted Average Gross
Prepayment Protection	Loans	Balance	Pool Balance	DSCR	LTV Ratio	Rate
Defeasance	264	\$7,740,547,856	37.0%	1.38x	63.4%	5.431%
Greater of YM or 1%, then 1% penalty	284	6,929,035,105	33.1	1.44x	62.5%	5.551%
Greater of YM or 1%	175	4,807,708,507	23.0	1.40x	64.0%	5.276%
Yield Maintenance	5	440,218,536	2.1	1.13x	60.7%	5.780%
Lockout, then 1% penalty	4	361,875,074	1.7	1.48x	63.4%	5.908%
3%, 2%, then 1% penalty	81	236,746,128	1.1	1.28x	64.4%	6.284%
5%, 4%, 3%, 2%, then 1% penalty	65	172,750,624	0.8	1.28x	64.7%	6.238%
Yield Maintenance, then 1% penalty	2	143,798,167	0.7	1.27x	50.0%	5.502%
Lockout, then Greater of YM or 1%, then 1% penalty	7	102,151,692	0.5	1.19x	77.8%	4.656%
3%, then 1% penalty	3	8,433,085	0.0	1.32x	56.1%	7.099%
Total / Wtd. Average	890	\$20,943,264,774	100.0%	1.40x	63.2%	5.464%







## Description of the Ten Largest Reference Obligations or Groups of Cross-Collateralized Reference Obligations

#### 1. LTF-012 Loan #1, Loan #2 & Loan #3 Crossed Group

\$704,098,000 Original Principal Balance: Cut-off Date Principal Balance \$704.098.000 Scaled Cut-off Date Principal Balance: \$704,098,000 Maturity Date Principal Balance: \$704 098 000 % of Initial Reference Pool Balance: 3.4% Loan Purpose: Refinance Interest Rate:\* 5.637% First Payment Date: August 1, 2025

Maturity Date: July 1, 2032 & July 1, 2035

Amortization: Interest Only

Call Protection: L(11) 1%(105) O(4); YM1%(77) 1%(3) O(4)

 Cut-off Date Principal Balance / Unit:
 \$98,765

 Maturity Date Principal Balance / Unit:
 \$98,765

 Cut-off Date LTV:
 62.6%

 Maturity Date LTV:
 62.6%

 Underwritten DSCR:
 1.52x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI:

Collateral:

Location:

Property Subtype:

Year Built / Renovated:

Occupancy:\*

Underwritten / Most Recent NCF:

7,129 / 184 / N/A / N/A

Fee Simple / Leasehold

Various, Various

Various / Various

Various / Various

95.4% (4/23/2025)

Underwritten / Most Recent NCF:

\$61,267,416 / \$62,378,383

\*Weighted Average

Maturity Date:

Underwritten / Most Recent NCF:

#### 2. Crossed Loan Group #2 \*\*

Original Principal Balance: \$627.211.000 Cut-off Date Principal Balance Scaled Cut-off Date Principal Balance: \$627,211,000 Maturity Date Principal Balance: \$595 422 795 % of Initial Reference Pool Balance: 3.0% Loan Purpose: Acquisition Interest Rate: 5.930% First Payment Date: August 1, 2025 July 1, 2032 Maturity Date:

Amortization: IO (36), then amortizing 30-year schedule

Call Protection: YM1%(77) 1%(3) O(4)

 Cut-off Date Principal Balance / Unit:
 \$142,710

 Maturity Date Principal Balance / Unit:
 \$135,477

 Cut-off Date LTV:
 71.6%

 Maturity Date LTV:
 68.0%

 Underwritten DSCR:
 1.31x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI: 4,395 / 2,040 / 1,176 / 746

Collateral: Fee Simple
Location: Various, Various

Property Subtype: Independent Living & Assisted Living

Year Built / Renovated: Various / Various Occupancy.\* 93.1% (Various)

Underwritten / Most Recent NCF: \$58,543,964 / \$60,230,598

## 3. The Copper

Original Principal Balance: \$525,090,000 Cut-off Date Principal Balance: \$525,090,000 Scaled Cut-off Date Principal Balance: \$525,090,000 Maturity Date Principal Balance: \$507 032 083 % of Initial Reference Pool Balance: 2.5% Loan Purpose: Refinance 4.660% Interest Rate: First Payment Date: September 1, 2025

Amortization: IO (24), then amortizing 35-year schedule

August 1, 2030

\$38,059,643 / \$39,687,200

 Call Protection:
 YM1%(56) O(4)

 Cut-off Date Principal Balance / Unit:
 \$690,000

 Maturity Date Principal Balance / Unit:
 \$666,271

 Cut-off Date LTV:
 69.3%

 Maturity Date LTV:
 66.9%

 Underwritten DSCR:
 1.25x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI:

Collateral:

Location:

Property Subtype:

Year Built / Renovated:

Occupancy:

761 / 160 / 160 / 160

Rew York, NY

High Rise

2017 / N/A

94.1% (9/1/2025)

#### 4. Bella Vista At Hilltop

Original Principal Balance \$227,260,000 Cut-off Date Principal Balance: \$227,260,000 Scaled Cut-off Date Principal Balance: \$227,260,000 Maturity Date Principal Balance: \$222 732 997 % of Initial Reference Pool Balance: 1.1% Loan Purpose: Refinance Interest Rate: 5.160% First Payment Date: August 1, 2025 Maturity Date: July 1, 2030

Amortization: IO (36), then amortizing 35-year schedule

 Call Protection:
 YM1%(56) O(4)

 Cut-off Date Principal Balance / Unit:
 \$225,456

 Maturity Date Principal Balance / Unit:
 \$220,965

 Cut-off Date LTV:
 67.4%

 Maturity Date LTV:
 66.1%

 Underwritten DSCR:
 1.20x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI:

Collateral:

Location:

Property Subtype:

Year Built / Renovated:

Occupancy:

Underwritten / Most Recent NCF:

1,008 / 1,005 / 214 / 5

Fee Simple

Richmond, CA

Garden

1987 / 2025

92.8% (6/30/2025)

Underwritten / Most Recent NCF:

\$16,872,296 / \$14,481,923





<sup>\*\*</sup> Consists of 35 properties (34 independent living and one assisted living) across 13 states.



## Description of the Ten Largest Reference Obligations or Groups of Cross-Collateralized Reference Obligations

#### 5. The Monterey

Original Principal Balance: \$173.136.000 Cut-off Date Principal Balance \$173,136,000 Scaled Cut-off Date Principal Balance: \$173,136,000 Maturity Date Principal Balance: \$169 610 344 % of Initial Reference Pool Balance: 0.8% Loan Purpose: Refinance Interest Rate: 5.070% First Payment Date: August 1, 2025 July 1, 2035 Maturity Date:

Amortization: IO (96), then amortizing 35-year schedule

Call Protection: YM1%(113) 1%(3) O(4)

 Cut-off Date Principal Balance / Unit:
 \$331,678

 Maturity Date Principal Balance / Unit:
 \$324,924

 Cut-off Date LTV:
 64.4%

 Maturity Date LTV:
 63.1%

 Underwritten DSCR:
 1.20x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI: 522 / 73 / 71 / 70

Collateral: Fee Simple

Location: New York, NY

Property Subtype: High Rise

Year Built / Renovated: 1992 / 2024

Occupancy: 98.5% (6/30/2025)

Underwritten / Most Recent NCF: \$12.694.241 / \$12.105.788

#### 6. Park Sierra

Original Principal Balance: \$168.341.000 Cut-off Date Principal Balance \$168.341.000 Scaled Cut-off Date Principal Balance: \$168,341,000 Maturity Date Principal Balance: \$165,076,627 % of Initial Reference Pool Balance: 0.8% Loan Purpose: Refinance Interest Rate: 5.270% First Payment Date: May 1, 2025 Maturity Date: April 1, 2030 Amortization:

Amortization: IO (36), then amortizing 35-year schedule
Call Protection: YM1%(56) O(4)

 Cut-off Date Principal Balance / Unit:
 \$216,934

 Maturity Date Principal Balance / Unit:
 \$212,728

 Cut-off Date LTV:
 66.0%

 Maturity Date LTV:
 64.7%

 Underwritten DSCR:
 1.25x

 # of Units/<=80% AMI/<=50% AMI:</td>
 776 / 30 / 29 / 24

 Collateral:
 Fee Simple

 Location:
 Santa Clarita, CA

 Property Subtype:
 Garden

 Year Built / Renovated:
 1987 / N/A

 Occupancy:
 95.6% (3/31/2025)

 Underwritten / Most Recent NCF:
 \$13,182,102 / \$13,954,482

## 7. The Core Yard Stations

Original Principal Balance: \$166,205,000 Cut-off Date Principal Balance: \$166,205,000 Scaled Cut-off Date Principal Balance: \$166,205,000 Maturity Date Principal Balance: \$163 265 477 % of Initial Reference Pool Balance: 0.8% Loan Purpose: Refinance 5.640% Interest Rate: First Payment Date: October 1, 2025 September 1, 2035 Maturity Date:

Amortization: IO (96), then amortizing 35-year schedule

 Call Protection:
 L(25) D(91) O(4)

 Cut-off Date Principal Balance / Unit:
 \$428,363

 Maturity Date Principal Balance / Unit:
 \$420,787

 Cut-off Date LTV:
 65.0%

 Maturity Date LTV:
 63.9%

 Underwritten DSCR:
 1.20x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI: 388 / N/A / N/A / N/A Collateral: 588 / N/A / N/A / N/A Fee Simple and Leasehold

 Location:
 Ronkonkoma, NY

 Property Subtype:
 Mid Rise

 Year Built / Renovated:
 2023 / N/A

 Occupancy:
 97.2% (7/16/2025)

 Underwritten / Most Recent NCF:
 \$13,086,516 / \$9,670,537

#### 8. Crossed Loan Group #3 \*\*

Original Principal Balance: \$157,660,000 Cut-off Date Principal Balance: \$157,660,000 Scaled Cut-off Date Principal Balance: \$157,660,000 Maturity Date Principal Balance: \$151 699 702 % of Initial Reference Pool Balance: 0.8% Loan Purpose: Acquisition Interest Rate: 5.800% First Payment Date: January 1, 2025 December 1, 2029 Maturity Date:

Amortization: IO (24), then amortizing 30-year schedule

 Call Protection:
 YM1%(56) O(4)

 Cut-off Date Principal Balance / Unit:
 \$204,223

 Maturity Date Principal Balance / Unit:
 \$196,502

 Cut-off Date LTV:
 63.7%

 Maturity Date LTV:
 61.2%

 Underwritten DSCR:
 1.25x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI: 772 / 1 / N/A / N/A

Collateral: Fee Simple / Fee Simple and Leasehold

 Location:
 Yonkers, NY

 Property Subtype:
 Mid Rise & High Rise

 Year Built / Renovated:
 Various / Various

 Occupancy:\*
 92.6% (6/30/2025)

 Underwritten / Most Recent NCF:
 \$13,829,911 / \$15,454,846

\*Weighted Average





<sup>\*\*</sup> Hudson Park North, Hudson Park South & River Club Hudson Park.



## Description of the Ten Largest Reference Obligations or Groups of Cross-Collateralized Reference Obligations

## 9. The Crossing At Jamaica Station

Original Principal Balance: \$158,000,000 Cut-off Date Principal Balance: \$154,435,000 Scaled Cut-off Date Principal Balance: \$154,435,000 Maturity Date Principal Balance: \$3.885.000 % of Initial Reference Pool Balance: 0.7% Loan Purpose: Acquisition Interest Rate: 5.820% February 1, 2024 First Payment Date: Maturity Date: May 1, 2052 Amortization: 30-year schedule Call Protection: YM(70) O(270) Cut-off Date Principal Balance / Unit: \$286,521 Maturity Date Principal Balance / Unit: \$7,208 Cut-off Date LTV: 49.8% Maturity Date LTV: 1.3% Underwritten DSCR: 1.11x 539 / 90 / 90 / 90 # of Units/<=80% AMI/<=60% AMI/<=50% AMI: Collateral: Fee Simple Location: Queens, NY Property Subtype: High Rise Year Built / Renovated: 2021 / N/A 90.6% (6/30/2025) Occupancy: Underwritten / Most Recent NCF: \$12,364,305 / \$12,405,053

#### 10. Skyline Towers

Original Principal Balance: \$150.667.000 \$150,667,000 Cut-off Date Principal Balance: Scaled Cut-off Date Principal Balance: \$150,667,000 Maturity Date Principal Balance: \$146,265,544 % of Initial Reference Pool Balance: 0.7% Loan Purpose: Refinance Interest Rate: 4.930% July 1, 2025 First Payment Date: Maturity Date: June 1, 2030

Amortization: IO (36), then amortizing 30-year schedule

 Call Protection:
 YM1%(56) O(4)

 Cut-off Date Principal Balance / Unit:
 \$160,284

 Maturity Date Principal Balance / Unit:
 \$155,602

 Cut-off Date LTV:
 63.0%

 Maturity Date LTV:
 61.2%

 Underwritten DSCR:
 1.35x

# of Units/<=80% AMI/<=60% AMI/<=50% AMI:

Collateral:

Fee Simple

Location:

Falls Church, VA

Property Subtype:

High Rise

Year Built / Renovated:

Occupancy:

Underwritten / Most Recent NCF:

94.0 / 933 / 214 / 12

Fee Simple

Falls Church, VA

Property Subtype:

High Rise

1971 / 2024

0ctupancy:

94.1% (6/30/2025)

Underwritten / Most Recent NCF:

\$12,998,630 / \$12,270,405



