

**Offering Circular Supplement
(To Offering Circular
Dated November 18, 2019)**

**Freddie Mac
Multifamily Multiclass Certificates**

The Offering Circular is amended as follows, effective immediately:

1. The section titled **“Freddie Mac – Conservatorship”** is hereby deleted in its entirety and replaced with the following:

Conservatorship

We continue to operate under the conservatorship that commenced on September 6, 2008, conducting our business under the direction of the Federal Housing Finance Agency (“FHFA”) as our conservator (the **“Conservator”**). The Conservator has authorized our Board of Directors to oversee management’s conduct of our business operations so we can operate in the ordinary course. The Conservator also retains certain significant authorities for itself and has not provided them to the Board. The Conservator continues to provide strategic direction for Freddie Mac and directs the efforts of the Board and management to implement its strategy.

Our future structure and role in the mortgage industry will be determined by the executive branch of the U.S. government, Congress, and FHFA. It is possible, and perhaps likely, that there will be significant changes that will materially affect our business model and results of operations. Some or all of our functions could be transferred to other institutions, and we could cease to exist as a stockholder-owned company.

The conservatorship is indefinite in duration. The likelihood, timing, and circumstances under which we might emerge from conservatorship are uncertain. Even if the conservatorship is terminated, we would remain subject to the senior preferred stock purchase agreement (as amended, the **“Purchase Agreement”**) with the U.S. Department of the Treasury (**“Treasury”**) and the terms of the senior preferred stock unless they are terminated or amended. Even if the conservatorship ends and the voting rights of common stockholders are restored, we could effectively remain under the control of the U.S. government because of the Purchase Agreement, Treasury’s warrant to acquire nearly 80% of our common stock for nominal consideration, or Treasury’s ownership of our common stock after it exercises its warrant. See the Incorporated Documents for additional information regarding our conservatorship, the Purchase Agreement and the uncertainty surrounding our future.

2. The section titled **“Risk Factors – Investment Factors”** is hereby amended by deleting the risk factors titled **“Changes to, or elimination of, LIBOR could adversely affect your investment in the Classes with Class Coupons based on LIBOR,” “The adoption of an alternative index in response to changes to, or the elimination of, LIBOR could result in adverse tax consequences to your investment in the Classes with Class Coupons based on LIBOR,” “Changes to, or elimination of, SOFR could adversely affect your investments in the Classes with Class Coupons based on SOFR”** and **“Changes to,**

or elimination of, an Index could adversely affect your investment in the Classes with Class Coupons based on such Index” in their entirety and replacing them with the following:

Risks related to your Class Coupon being based on 30-day Average SOFR. Freddie Mac uses the 30-day Average SOFR rate published by the Federal Reserve Bank of New York (the “**FRBNY**”) as the floating rate index for Floating Rate and Inverse Floating Rate Classes with Class Coupons based on the Secured Overnight Funding Rate (“**SOFR**”); such Floating Rate and Inverse Floating Rate Classes are collectively referred to as “**SOFR Classes.**” The use of SOFR as the reference rate for Floating Rate and Inverse Floating Rate Classes may present certain market concerns. SOFR is a relatively new interest rate index. Compounded averages of overnight SOFR represent backward-looking risk-free rates, whereas U.S. Dollar LIBOR has various forward-looking tenors and reflects a credit risk component. It is still uncertain how soon acceptance and widespread market adoption of SOFR will occur, whether the use of overnight SOFR and SOFR averages will predominate over the use of SOFR term rates, whether SOFR will be more or less volatile than LIBOR during times of economic stress, and whether sufficient liquidity of SOFR-based products will develop.

In 2020, we ceased issuing Floating Rate and Inverse Floating Rate Classes bearing interest based on the arithmetic mean of the London interbank offered rates for Eurodollar deposits (“**LIBOR**”). For our legacy mortgage securities, we provide historical legal documentation, including offering circulars, and we provide updated information regarding the Reference Rates Transition from LIBOR on our website at www.freddiemac.com.

The availability of hedging and financing alternatives for such Floating Rate and Inverse Floating Rate Classes may be limited or restricted at times, and hedging and financing costs may increase over time, affecting the liquidity and market values of such Classes.

Changes to, or elimination of, SOFR could adversely affect your interests in the SOFR Classes. Freddie Mac uses the 30-day Average SOFR rate as the floating rate index for SOFR Classes. In certain circumstances, as described under *Appendix IV—Interest Rate Indices—SOFR – Effect of Benchmark Transition Event*, SOFR would be replaced as the Benchmark for the SOFR Classes following the occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date. Benchmark Transition Events include the making of public statements or the publication of information by the administrator of SOFR or its regulatory supervisor that SOFR will no longer be provided or is no longer representative of underlying market or economic conditions. There can be no assurance that these events will be sufficient to trigger a change from SOFR in all circumstances where SOFR is no longer representative of market interest rates, or that Benchmark Transition Events for the SOFR Classes will align with similar events in the market generally or in other parts of the financial markets, such as the derivatives market.

We may, from time to time, make SOFR Adjustment Conforming Changes, which could change the methodology used to determine the SOFR Rate. We can provide no assurance that, with respect to SOFR Classes, the methodology to calculate 30-day Average SOFR, or, if later adopted, a Benchmark Replacement, will not be adjusted after the issuance of such Classes and, if so adjusted, that the resulting Class Coupons will yield the same or similar economic results over the lives of the affected Floating Rate and Inverse Floating Rate Classes relative to the results that would have occurred had the Class Coupons been based on 30-day Average SOFR

without such adjustment or that the market value will not decrease due to any such adjustment in methodology.

Freddie Mac, as the Administrator, will have significant discretion with respect to certain elements of the related Benchmark Replacement process, including determining whether a related Benchmark Transition Event and its related Benchmark Replacement Date have occurred, determining which related Benchmark Replacement is available, determining the earliest practicable index determination date for using the related Benchmark Replacement, determining related Benchmark Replacement Adjustments (if not otherwise determined by the applicable governing bodies or authorities) and making related Benchmark Replacement Conforming Changes (including potential changes affecting the business day convention and index determination date). Holders of SOFR Classes will not have any right to approve or disapprove of these changes and will be deemed to have agreed to waive and release any and all claims relating to any such determinations. If the Administrator, in its sole discretion, determines that an alternative index is not administratively feasible, including as a result of technical, administrative or operational issues, then such alternative index will be deemed to be unable to be determined as of such date. The Administrator may determine an alternative index to not be administratively feasible even if such rate has been adopted by other market participants in similar products and any such determination may adversely affect the return on the SOFR Classes, the trading market for the SOFR Classes and the value of the SOFR Classes.

Finally, in the event an alternative index is designated for determining monthly interest rates, any subsequent changes to, or the elimination of, such alternative index could adversely affect the value of and return on the related Floating Rate or Inverse Floating Rate Classes. Investors in Classes with Class Coupons based on SOFR should carefully consider the foregoing uncertainties prior to purchasing those Classes. In general, events related to SOFR and alternative reference rates may adversely affect the liquidity, market value and yield of the related Floating Rate or Inverse Floating Rate Classes.

3. The section titled **“Description of Certificates – Payments – Interest Rate Indices”** is hereby amended by deleting the bulleted sentence starting with **“LIBOR”** in the first paragraph and deleting the second paragraph and the third paragraph thereof in their entirety and replacing the second and third paragraphs with the following:

Classes bearing interest based on these Indices are called **“Treasury Index Classes,” “Prime Rate Classes”** and **“SOFR Classes,”** as applicable.

Appendix IV describes how we determine these Indices for each Accrual Period. Absent clear error, our determination the applicable Index levels and our calculation of the Class Coupons for the applicable Floating Rate and Inverse Floating Rate Classes for each Accrual Period will be final and binding. You can get the Class Coupons for the current and all preceding Accrual Periods from our internet website or from our Investor Inquiry Department. Our methods for determining SOFR and any other applicable Index are subject to modification as necessary to reflect technological and market changes.

4. The second paragraph of the section titled **“Description of Certificates – Payments – Payment Dates”** is hereby amended by deleting the bulleted sentence “A day when Freddie Mac is closed.”

5. The second paragraph of the section titled **“Certain Federal Income Tax Consequences – Taxation of Regular Classes – General”** is hereby deleted in its entirety.

6. The section titled **“Certain Federal Income Tax Consequences – Adoption of an Alternative Index”** is hereby deleted in its entirety.

7. The appendix titled **“Appendix IV – Interest Rate Indices”** is hereby amended by deleting the sections titled **“LIBOR”** and **“SOFR”** in their entirety and replacing the latter section with the following:

SOFR

Freddie Mac, as Administrator, calculates the Class Coupons of SOFR Classes for each Accrual Period (after the first) based on the SOFR Rate as described below.

The Class Coupons of SOFR Classes are based on the SOFR Rate published on the second U.S. Government Business Day before the Accrual Period begins (we refer to such day as an **“Adjustment Date”** for SOFR Classes).

“SOFR Rate” with respect to the Class Coupon of a SOFR Class means:

- (1) a rate equal to 30-day Average SOFR; and
- (2) 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 SOFR, the Benchmark Replacement will replace SOFR for all purposes relating to the SOFR Classes in respect of all determinations on such date and for all determinations on all subsequent dates; provided that such change will not adversely affect the tax status of such SOFR Class, and that Freddie Mac, as Administrator, will have the right, in its sole discretion, to make applicable SOFR Adjustment Conforming Changes.

“30-day Average SOFR” with respect to any U.S. Government Securities Business Day, means:

- (1) the compounded average of SOFR over a rolling 30-day calendar period as published on such U.S. Government Securities Business Day as such rate appears on the FRBNY’s Website at 3:00 p.m. (New York time) (the **“SOFR Determination Time”**); or
- (2) if the rate specified in (1) above does not so appear on such day, the compounded average of SOFR over a rolling 30-day calendar period as published in respect of the first preceding U.S. Government Securities Business Day for which such rate appeared on the FRBNY’s Website at 3:00 p.m. (New York time).

“FRBNY” means the Federal Reserve Bank of New York.

“FRBNY’s Website” means the website of the FRBNY, currently at <https://apps.newyorkfed.org/markets/autorates/sofr-avg-ind> or at such other page as may replace such page on the FRBNY’s website.

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which SIFMA (or its successor) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

“SOFR Adjustment Conforming Changes” means, with respect to the SOFR Rate, 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, from time to time, may be appropriate to adjust the SOFR Rate in a manner substantially consistent with or conforming to 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 exists, in such other manner as Freddie Mac determines is reasonably necessary).

Effect of Benchmark Transition Event

Benchmark Replacement. 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 SOFR Classes 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 “Effect of Benchmark Transition Event,” 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, 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 SOFR Classes, will become effective without consent from any other party.

“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
- (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;

provided, however, that on or after the 60th day preceding the date on which such Benchmark Replacement Date would otherwise occur (if applicable), Freddie Mac may give written notice to the related Holders in which Freddie Mac designates an earlier date (but not earlier than the 30th day following such notice) and represents that such earlier date will facilitate an orderly transition to the Benchmark Replacement, in which case such earlier date will be the Benchmark Replacement Date.

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.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“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.

“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.

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is 30-day Average SOFR, the SOFR Determination Time, and (2) if the Benchmark is not 30-day Average SOFR, the time determined by Freddie Mac after giving effect to the Benchmark Replacement Conforming Changes.

“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.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Unless otherwise defined in this Offering Circular Supplement, capitalized terms used in this Offering Circular Supplement have the meanings given to them in the Offering Circular.