

# Freddie Mac

## AMENDMENT TO MULTICLASS CERTIFICATES MASTER TRUST AGREEMENT

**AMENDMENT**, dated as of December 21, 2017 to Freddie Mac's MULTICLASS CERTIFICATES MASTER TRUST AGREEMENT dated as of February 2, 2017 (the "Agreement"), by and among Freddie Mac in its corporate capacity as Depositor, Administrator and Guarantor, Freddie Mac in its capacity as Trustee, and the Holders of any Series of REMIC Certificates, MACR Certificates and such other securities as may be issued from time to time pursuant to the Agreement.

The Agreement is amended as follows:

Section 9.01 of the Agreement is replaced in its entirety, as follows:

**“9.01. Tax Matters.** The Administrator and/or its designated agent shall furnish, at such times as required by applicable law, to each Holder of a REMIC Certificate such information as the Administrator deems necessary or desirable to enable Holders and beneficial owners of REMIC Certificates to prepare their United States federal income tax returns, if applicable. If the Depositor is one of the Holders of a Residual Class issued in respect of any REMIC Pool, or if permitted by applicable law, the Depositor will file the annual federal income tax return for such REMIC Pool and will act as the tax matters partner or partnership representative thereof. In any other case, the beneficial owner of the REMIC Certificate having the largest principal amount or evidencing the largest percentage of the Residual Interest in the related REMIC Pool is hereby designated as the partner responsible for filing such tax return and as the tax matters partner or partnership representative of such REMIC Pool. Such beneficial owner, however, by the acceptance of its REMIC Certificate, agrees to designate the Depositor as its agent and attorney-in-fact in the performance of all the duties required of, or permitted to be taken by, the partner responsible for filing such tax return and the tax matters partner or partnership representative for such REMIC Pool and, if requested by the Depositor, to execute a power of attorney to this effect. The Depositor also agrees to prepare such tax return and, if permitted by applicable law, to sign and file such tax return on behalf of the REMIC Pool. The Depositor agrees to indemnify and hold harmless such beneficial owner against any and all liabilities imposed upon such beneficial owner as tax matters partner or partnership representative, including, without limitation, any liabilities caused by the Depositor's failure to perform any duty on behalf of such beneficial owner as the partner responsible for filing such returns and as tax matters partner or partnership representative under the Code or any liabilities associated with any action taken by the Depositor in its discretion with respect to such REMIC Pool in the name of and on behalf of such beneficial owner as the tax matters partner or partnership representative thereof.

A beneficial or record interest in a Residual Class may not be sold or transferred to a “disqualified organization” (as defined below). Any attempted or purported transfer of an interest in a Residual Class shall be absolutely null and void and shall vest no rights in the proposed transferee unless (a) such transferee provides to the Administrator (i) an affidavit (in a form acceptable to the Administrator) that such transferee is not a disqualified organization and is not purchasing such interest on behalf of a disqualified organization and (ii) if requested by the Administrator, an opinion of counsel (in a form acceptable to the Administrator) that the proposed

transfer will not cause such interest to be held by or on behalf of a disqualified organization, or (b) the Administrator gives its written consent to such transfer (which consent may apply to a specific transfer or, in the Administrator's discretion, may apply generally to classes of transfers or transferees). Should such a transfer occur, however, the Administrator shall provide to the Internal Revenue Service and the Person(s) liable for the tax imposed on such transfer under Section 860E(e) of the Code a computation showing the present value of the total anticipated excess inclusions with respect to the Residual Class interest for periods after such transfer for purposes of computing the amount of tax due. For these purposes, the term "disqualified organization" means (a) the United States, any state or political subdivision thereof, any foreign government, any international organization, any agency or instrumentality of any of the foregoing, (b) any organization (other than a cooperative described in Section 521 of the Code) that is exempt from taxation under Chapter 1 of Subtitle A of the Code (unless such organization is subject to tax on excess inclusions) and (c) any organization that is described in Section 1381(a)(2)(C) of the Code. Notwithstanding clause (a) of the preceding sentence, neither Freddie Mac nor any entity treated as other than an instrumentality of the United States or of any state or political subdivision thereof for purposes of Section 168(h)(2)(D) of the Code is treated as a disqualified organization. In addition, the transferee shall be required to designate the Administrator as its fiduciary to act as the tax matters partner or partnership representative for the related REMIC Pool. Without the Administrator's written consent, ownership of an interest in a Residual Class may not be transferred to any Person that is not (a) a citizen or resident of the United States, (b) a corporation, partnership or other entity created or organized in or under the laws of the United States, any state thereof or the District of Columbia (other than a partnership that is not a U.S. Person under any applicable Treasury regulation), (c) an estate that is subject to United States federal income tax regardless of the source of its income or (d) a trust if a court within the United States is able to exercise primary supervision of the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or, to the extent provided in Treasury regulations, a trust in existence on August 20, 1996, and treated as a U.S. person prior to that date, that elects to continue to be treated as a U.S. person (each, a "U.S. person"). In addition, ownership of an interest in a Residual Class validly held by a non-U.S. person may not be transferred to any Person without the Administrator's written consent. Any attempted or purported transfer in violation of either of the two preceding sentences shall be absolutely null and void and shall vest no rights in the proposed transferee. The affidavit referred to in the second sentence of this paragraph shall include a statement that the transferee is a U.S. person, unless the Administrator consents in writing to such transfer to a Person that is not a U.S. person. On behalf of each REMIC Pool, the Administrator shall make available information necessary for the application of Section 860E(e) of the Code or any similar Code provision that may be in effect in the future."

Capitalized terms used in this Amendment have the meanings given them in the Agreement. Except as specifically amended above, the Agreement will remain in full force and effect and is hereby ratified and confirmed.

FEDERAL HOME LOAN MORTGAGE CORPORATION