

REGISTRATION NO. 333-04011

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1 TO FORM S-11
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

20371 IRVINE AVENUE
SANTA ANA HEIGHTS, CALIFORNIA 92707
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

JOSEPH R. TOMKINSON
CHIEF EXECUTIVE OFFICER
IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.
20371 IRVINE AVENUE
SANTA ANA HEIGHTS, CALIFORNIA 92707
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER,
INCLUDING AREA CODE, OF AGENT FOR SERVICE)

COPIES TO:

THOMAS J. POLETTI, ESQ.
MARK J. KELSON, ESQ.
KATHERINE J. BLAIR, ESQ.
FRESHMAN, MARANTZ, ORLANSKI,
COOPER & KLEIN
9100 WILSHIRE BOULEVARD, 8TH FLOOR
BEVERLY HILLS, CALIFORNIA 90212
TELEPHONE: (310) 273-1870
FACSIMILE: (310) 274-8357

JUDITH R. THOYER, ESQ.
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON
1285 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10019-6064
TELEPHONE: (212) 373-3000
FACSIMILE: (212) 757-3990

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

CROSS-REFERENCE SHEET SHOWING LOCATION IN PROSPECTUS
OR REGISTRATION STATEMENT OF INFORMATION
REQUIRED BY ITEMS 1-29
(PURSUANT TO ITEM 501(B) OF REGULATION S-K)

FORM S-11 ITEMS NUMBER AND CAPTION	CAPTION IN PROSPECTUS OR PAGE REFERENCE
1. Forepart of Registration Statement and Outside Front Cover Page of Prospectus.....	Forepart of Registration Statement; Outside Front Cover Page of Prospectus
2. Inside Front and Outside Back Cover Pages of Prospectus.....	Inside Front Cover Page of Prospectus; Outside Back Cover Page of Prospectus
3. Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges.....	Prospectus Summary; Risk Factors
4. Determination of Offering Price....	Outside Front Cover Page of Prospectus; Underwriting
5. Dilution.....	*
6. Selling Security Holders.....	*
7. Plan of Distribution.....	Outside Front Cover Page of Prospectus; Underwriting; Dividend Reinvestment Plan
8. Use of Proceeds.....	Prospectus Summary; Use of Proceeds
9. Selected Financial Data.....	Selected Financial Data
10. Management's Discussion and Analysis of Financial Condition and Results of Operations.....	Management's Discussion and Analysis of Financial Condition and Results of Operations
11. General Information as to Registrant.....	Prospectus Summary; The Company: Business; Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.
12. Policy with Respect to Certain Activities.....	Inside Front Cover Page of Prospectus; Risk Factors; Business; Description of Capital Stock; Additional Information
13. Investment Policies of Registrant...	Prospectus Summary; Risk Factors; Business; Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.
14. Description of Real Estate.....	*
15. Operating Data.....	*
16. Tax Treatment of Registrant and Its Security Holders.....	Prospectus Summary; Risk Factors; Federal Income Tax Considerations; ERISA Investors
17. Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters.....	Price Range of Common Stock; Dividend Policy and Distributions; Principal Stockholders; Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.; Shares Eligible for Future Sale; Underwriting
18. Description of Registrant's Securities.....	Outside Front Cover Page of Prospectus; Prospectus Summary; Description of Capital Stock; Federal Income Tax Considerations; ERISA Investors
19. Legal Proceedings.....	Business
20. Security Ownership of Certain Beneficial Owners and Management...	Outside Front Cover Page of Prospectus; Principal Stockholders
21. Directors and Executive Officers....	Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.
22. Executive Compensation.....	Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.
23. Certain Relationships and Related Transactions.....	Certain Transactions; Risk Factors; Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.; Relationships with Affiliates
24. Selection, Management and Custody of Registrant's Investments.....	Risk Factors; Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.; Relationships with Affiliates

25.	Policies with Respect to Certain Transactions.....	Certain Transactions; Risk Factors; Business; Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.; Relationships with Affiliates
26.	Limitations of Liability.....	Imperial Credit Mortgage Holdings, Inc.; Imperial Credit Advisors, Inc.
27.	Financial Statements and Information.....	Independent Auditors' Reports; Selected Financial Data;
28.	Interests of Named Experts and Counsel.....	Legal Matters; Experts
29.	Disclosure of Commission Position on Indemnification for Securities Act Liabilities.....	*

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* Not Applicable

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 +INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A +
 +REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE +
 +SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +
 +OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT +
 +BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR +
 +THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +
 +SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +
 +UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +
 +SUCH STATE. +
 +++++

SUBJECT TO COMPLETION

PRELIMINARY PROSPECTUS DATED MAY 30, 1996

2,500,000 SHARES

[LOGO of ICMH]
 COMMON STOCK

All of the shares of Common Stock offered hereby are being sold by Imperial Credit Mortgage Holdings, Inc. (the "Company"). The Common Stock is listed on the American Stock Exchange (the "AMEX") under the symbol "IMH". On May 29, 1996, the last reported sale price of the Common Stock as reported by the AMEX was \$15.75 per share. See "Price Range of Common Stock."

SEE "RISK FACTORS" STARTING ON PAGE 7 FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED BY PROSPECTIVE PURCHASERS OF THE SHARES OF COMMON STOCK OFFERED HEREBY. THESE RISKS INCLUDE:

- . Changes in Interest Rates; Prepayment Risks
- . Hedging Strategies
- . Risks Relating to Operations
- . Risks of Potential Net Interest and Operating Losses in Connection with Borrowings and Substantial Leverage; Liquidity
- . Demand for Residential Mortgage Loans and the Company's Non-Conforming Loan Products
- . Limited History of Operations
- . Recent and Planned Expansion; Reliance on ICII's Origination Capability
- . Competition for Mortgage Loans
- . Experience of the Manager in Managing a REIT
- . Consequences of Failure to Maintain REIT Status; Company Subject to Tax as a Regular Corporation
- . Investment Company Act Risk
- . Preferred Stock; Restrictions on Ownership of Common Stock; Anti-Takeover Risk

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

	Price to Public	Underwriting Discounts and Commissions (1)	Proceeds to Company (2)
Per Share.....	\$	\$	\$
Total.....	\$	\$	\$

Total Assuming Full Exercise of
Over-Allotment Option (3)..... \$ \$ \$

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(1) See "Underwriting."
(2) Before deducting expenses estimated at \$750,000, all of which are payable by the Company.
(3) Assuming exercise in full of the 45-day option granted by the Company to the Underwriters to purchase up to 375,000 additional shares, on the same terms, solely to cover over-allotments. See "Underwriting."

The shares of Common Stock are offered by the Underwriters, subject to prior sale, when, as and if delivered to and accepted by the Underwriters, and subject to their right to reject any orders in whole or in part. It is expected that delivery of the Common Stock will be made in New York City on or about , 1996.

PAINWEBBER INCORPORATED
OPPENHEIMER & CO., INC.
STIFEL, NICOLAUS & COMPANY
INCORPORATED
EVEREN SECURITIES, INC.
THE DATE OF THIS PROSPECTUS IS , 1996

AVAILABLE INFORMATION

The Company has filed with the Securities and Exchange Commission (the "Commission"), Washington, D.C. 20549, a Registration Statement (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the shares of Common Stock offered hereby. This Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and the Common Stock offered hereby, reference is made to the Registration Statement and to the exhibits and schedules filed therewith. Statements contained in this Prospectus as to the contents of any contract or other document referred to are not necessarily complete, and in each instance reference is made to the copy of such contract or other document referred to as an exhibit to the Registration Statement. A copy of the Registration Statement may be inspected without charge at the offices of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and copies of all or any part of the Registration Statement may be obtained from the Public Reference Section of the Commission, Washington, D.C. 20549 upon the payment of the fees prescribed by the Commission.

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files periodic reports and other information with the Commission. The Registration Statement, including the exhibits and schedules thereto, as well as such reports and other information filed by the Company with the Commission, can be inspected, without charge, and copied at the public reference facilities maintained by the Commission at the office of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, Room 1024, and at the following Regional Offices of the Commission: 7 World Trade Center, New York, New York 10048, Suite 1300; and 500 West Madison Street, Chicago, Illinois 60661, Suite 1400. Copies of such materials can be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 upon the payment of the fees prescribed by the Commission. Reports, proxy statements and other information concerning the Company can be inspected at the American Stock Exchange, Inc., 86 Trinity Place, New York, New York 10006.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK OF THE COMPANY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE AMERICAN STOCK EXCHANGE, IN OVER-THE-COUNTER MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by the more detailed information and the consolidated financial statements and related notes appearing elsewhere in this Prospectus. Unless otherwise indicated, the information in this Prospectus assumes that the Underwriters' over-allotment option will not be exercised. Unless the context otherwise requires, references herein to the "Company" refer to Imperial Credit Mortgage Holdings, Inc. ("IMH"), ICI Funding Corporation ("ICIFC") and Imperial Warehouse Lending Group, Inc. ("IWLG"), collectively. References to "IMH" under "Federal Income Tax Considerations" refer to IMH and IWLG, collectively. References in this Prospectus (except for references in the section entitled "Federal Income Tax Considerations") to "IMH" refer to Imperial Credit Mortgage Holdings, Inc. as a separate entity from ICIFC and IWLG. Capitalized and certain other terms used herein shall have the meanings assigned to them in the Glossary.

This Prospectus contains forward-looking statements that inherently involve risks and uncertainties. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "Risk Factors" and elsewhere in this Prospectus.

THE COMPANY

Imperial Credit Mortgage Holdings, Inc. is a recently-formed specialty finance company, which operates three businesses: (1) the Long-Term Investment Operations, (2) the Conduit Operations, and (3) the Warehouse Lending Operations. The Long-Term Investment Operations is a recently-created business that invests primarily in non-conforming residential mortgage loans and securities backed by such loans. The Conduit Operations primarily purchases and sells or securitizes non-conforming mortgage loans, and the Warehouse Lending Operations provides short-term lines of credit to originators of mortgage loans. These two businesses include certain ongoing operations contributed to the Company by Imperial Credit Industries, Inc. ("ICII"), a leading specialty finance company, on November 20, 1995 (the "Contribution Transaction"). IMH is organized as a real estate investment trust ("REIT") for tax purposes, which allows it generally to pass through earnings to stockholders without federal income tax at the corporate level.

Long-Term Investment Operations. The Long-Term Investment Operations, conducted by IMH, invests primarily in non-conforming residential mortgage loans and mortgage-backed securities secured by or representing interests in such loans and, to a lesser extent, in second mortgage loans. Non-conforming residential mortgage loans are residential mortgages that do not qualify for purchase by government-sponsored agencies such as the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"). Such loans generally provide higher yields than conforming loans. The principal differences between conforming loans and non-conforming loans include the applicable loan-to-value ratios, the credit and income histories of the mortgagors, the documentation required for approval of the mortgagors, the type of properties securing the mortgage loans, the loan sizes, and the mortgagors' occupancy status with respect to the mortgaged properties. Second mortgage loans are higher yielding mortgage loans made to borrowers owning single-family homes, for the purpose of debt consolidation, home improvements, education and a variety of other purposes. At March 31, 1996, the Company's investment portfolio consisted of \$311.5 million of non-conforming mortgage loans and \$33.2 million of mortgage-backed or other collateralized securities.

Conduit Operations. The Conduit Operations, conducted by ICIFC, purchases primarily non-conforming mortgage loans and, to a lesser extent, second mortgage loans from its network of third party correspondents and subsequently securitizes or sells such loans to permanent investors, including the Long-Term Investment Operations. ICIFC's ability to design non-conforming mortgage loans, which suit the needs of its correspondent loan originators and their borrowers while providing sufficient credit quality to investors, as well as its efficient loan purchasing process, flexible purchase commitment options and competitive pricing, enables it to compete effectively with other non-conforming mortgage loan conduits. In addition to its ongoing securitizations and sales to third party investors, ICIFC supports the Long-Term Investment Operations of the Company by supplying

IMH with non-conforming mortgage loans and securities backed by such loans at costs which are lower than would be available through third parties. For the three months ended March 31, 1996, ICIFC acquired \$280.7 million in mortgage loans and sold \$314.9 million of mortgage loans to the Long-Term Investment Operations. During the years ended December 31, 1995 and 1994, ICIFC acquired mortgage loans from its correspondents, including ICII after the Contribution Transaction, in the amounts of \$1.1 billion and \$1.7 billion, respectively. Prior to the Contribution Transaction, ICIFC was a division or subsidiary of ICII since 1990. IMH owns 99% of the economic interest in ICIFC while ICII is the holder of all the outstanding voting stock of ICIFC. At March 31, 1996, ICIFC maintained relationships with 223 correspondents.

Warehouse Lending Operations. The Warehouse Lending Operations, conducted by IWLG, provides short-term lines of credit to ICIFC and approved mortgage banks, most of which are correspondents of ICIFC, to finance mortgage loans during the time from the closing of the loans to their sale or other settlement with pre-approved investors. At March 31, 1996, the Warehouse Lending Operations had \$196.1 million in net finance receivables outstanding, of which \$173.4 million was outstanding with ICIFC.

IMH's principal sources of net income are (1) net income from its Long-Term Investment Operations, (2) dividends from the Conduit Operations at ICIFC, which are fully subject to federal and state income taxes, and (3) net income from the Warehouse Lending Operations. The principal source of income from its Long-Term Investment Operations is net interest income, which is the net spread between interest earned on mortgage loans and securities held for investment and the interest costs associated with the borrowings used to finance such loans and securities. The principal sources of income from ICIFC are gains recognized on the sale of mortgage loans and securities, net interest income earned on loans purchased by ICIFC pending their securitization or resale, servicing fees, commitment fees and processing fee income. The principal sources of income from IWLG are the net spread between interest earned on short-term lines of credit (warehouse loans) and the interest costs associated with the borrowings used to finance such loans and the fee income received from the borrowers in connection with such short-term borrowings.

RECENT OPERATING RESULTS.

For the three months ended March 31, 1996, the Company's first full quarter of operations, the Company earned \$1.7 million or \$0.39 per share. On April 16, 1996 the Company declared a dividend of \$0.39 per share payable on April 30, 1996, to stockholders of record as of April 24, 1996. On May 29, 1996 the Company declared a dividend of \$0.45 per share payable on July 2, 1996 to stockholders of record as of June 13, 1996.

OPERATING STRATEGY

The Company believes that a structural change in the mortgage banking industry has occurred which has increased demand for higher yielding non-conforming mortgage loans. This change has been caused by a number of factors, including: (1) investors' demand for higher yielding assets due to historically low interest rates over the past few years; (2) increased securitization of high-yielding non-conforming mortgage loans by the investment banking industry; (3) quantification and development of standardized credit criteria by credit rating agencies for securities backed by non-conforming mortgage loans; (4) increased competition in the securitization industry, which has reduced borrower interest rates and fees, thereby making non-conforming mortgage loans more affordable; and (5) the end of the refinance "boom" of 1992 and 1993, which has caused many mortgage banks, attempting to sustain origination volume, to seek out non-conforming mortgage loan borrowers.

The Company's strategy is to take advantage of the increased demand for non-conforming mortgage loans through ICIFC's network of correspondents, which sells non-conforming mortgage loans to ICIFC for resale or securitization. The Company's strategic objective is to exploit the structural changes in the non-conforming mortgage loan market through the Conduit Operations and to invest in the non-conforming mortgage loans and

mortgage-backed securities originated and created by its Conduit Operations. Management believes that the Long-Term Investment Operations complements the Conduit Operations by providing ICIFC with a reliable investor for a portion of its loan sales and securitizations while ICIFC supports the Long-Term Investment Operations by providing mortgage loans and mortgage-backed securities at costs which are lower than would be available from third parties. The Company believes the Warehouse Lending Operations provide synergies with the Company's other operations because they extend the scope of the Company's relationships with certain of its correspondent loan originators.

The Company purchases, through its network of correspondents, and invests a substantial portion of its portfolio in non-conforming mortgage loans because management believes that there is a large demand for non-conforming mortgage loans and because non-conforming mortgage loans provide an attractive net earnings profile and produce higher yields without commensurately higher credit risks when compared with conforming mortgage loans. The Company's strategy is to increase the percentage of "B" and "C" grade mortgage loans purchased through the Conduit Operations, as well as increasing the portion of such loans for its investment portfolio at the Long-Term Investment Operations. In general, "B" and "C" grade mortgage loans are residential mortgage loans made to borrowers with lower credit ratings than borrowers of higher credit quality, or so called "A" grade mortgage loans, and are normally subject to greater frequency of losses and delinquency. As a result, "B" and "C" grade mortgage loans normally bear a higher rate of interest and higher fees.

Management believes that IMH's tax and corporate structure as a REIT provides it with an advantage over other financial institutions and mortgage banking competitors. As a REIT, IMH can generally pass through earnings to stockholders without federal income tax at the corporate level. Thus, the Company expects to be able to pay higher annual dividends than traditional mortgage lending institutions, which are subject to federal income tax. In addition, management believes that the Company provides a more attractive method of investing in mortgages than regulated financial institutions because the Company is not subject to most of the federal and state regulations imposed upon insured financial institutions, and therefore, will not incur their related costs.

DIVIDEND POLICY AND DISTRIBUTIONS

To maintain its qualification as a REIT, IMH intends to make annual distributions to stockholders of at least 95% of its taxable income (which does not necessarily equal net income as calculated in accordance with GAAP) determined without regard to the deduction for dividends paid and by excluding any net capital gains. IMH declared its initial dividend of \$0.08 per share on January 25, 1996 for the period of November 20, 1995 through December 31, 1995 (the "Interim Period"), a dividend of \$0.39 per share on April 16, 1996 for the quarter ended March 31, 1996, and a dividend of \$0.45 per share on May 29, 1996. Any taxable income remaining after the distribution of the regular quarterly dividends will be distributed annually in a special dividend on or prior to the date of the first regular quarterly dividend payment date of the following taxable year. The dividend policy is subject to revision at the discretion of the Board of Directors. All distributions in excess of those required for IMH to maintain REIT status will be made by the Company at the discretion of the Board of Directors and will depend on the taxable earnings of the Company, the financial condition of IMH and such other factors as the Board of Directors deems relevant. The Board of Directors has not established a minimum distribution level.

The Company has adopted a Dividend Reinvestment Plan ("DRP") that allows stockholders who have enrolled in the DRP to reinvest their dividends automatically in additional shares of Common Stock at the DRP Purchase Price, which is 97% of the then current market price of such stock. The shares of Common Stock to be acquired for distribution under the DRP may be purchased on the open market or directly from the Company at the option of the Company. See "Dividend Reinvestment Plan."

THE MANAGER

Imperial Credit Advisors, Inc. ("ICAI" or the "Manager"), a wholly-owned subsidiary of ICII, oversees the day-to-day operations of the Company, subject to the supervision of the Company's Board of Directors, pursuant to a management agreement (the "Management Agreement") which became effective on November 20, 1995. The Manager is involved in three primary activities: (1) asset-liability management--primarily the analysis and oversight of the acquisition, financing and disposition of Company assets; (2) capital management--primarily the oversight of the Company's structuring, analysis, capital raising and investor relations activities; and (3) operations management--primarily the oversight of IMH's operating subsidiaries. ICIFC conducts the Conduit Operations under substantially identical principles, practices and policies implemented when it was a division of ICII. The Manager oversees the operations of ICIFC to ensure that such principles, practices and policies are implemented and followed. The Management Agreement has an initial term of one year, renewable annually by agreement between the Company and the Manager, subject to the approval of a majority of the Unaffiliated Directors. The Management Agreement may be terminated by either party at any time upon 60 days' written notice. In the event that the Management Agreement is terminated or not renewed by the Company without cause, the Company is obligated to pay the Manager a termination or non-renewal fee determined by an independent appraisal. See "Imperial Credit Advisors, Inc.--Management Agreement."

The Manager is entitled to receive a per annum base management fee payable monthly in arrears in an amount equal to (1) 3/8 of 1% of Gross Mortgage Assets of IMH composed of other than Agency Certificates, conforming mortgage loans or mortgage-backed securities secured by or representing interests in conforming mortgage loans, plus (2) 1/8 of 1% of the remainder of Gross Mortgage Assets of IMH plus (3) 1/5 of 1% of the average daily asset balance of the outstanding amounts under IWLG's warehouse lending facilities. The Company also pays the Manager, as incentive compensation for each fiscal quarter, an amount equal to 25% of the Net Income of the Company, before deduction of such incentive compensation, in excess of the amount that would produce an annualized Return on Equity equal to the Ten Year U.S. Treasury Rate plus 2% (the "25% Incentive Payment"). "Return on Equity" is computed on Average Net Worth and has no necessary correlation with the actual distributions received by stockholders. The 25% Incentive Payment to the Manager is calculated quarterly in arrears before any income distributions are made to stockholders for the corresponding period. See "Imperial Credit Advisors, Inc.--Management Agreement" for a more detailed explanation of the management fee arrangement and "Glossary" for full definitions of the terms "Gross Mortgage Assets," "Net Income," "Return on Equity," "Ten Year U.S. Treasury Rate" and "Average Net Worth."

THE OFFERING

Common Stock Offered by the Company (1).....	2,500,000 Shares
Common Stock to be Outstanding after the Offering (1)(2).....	6,750,000 Shares
Use of Proceeds.....	To provide funding for the Company's Long-Term Investment Operations and its Warehouse Lending Operations and for general corporate purposes.
American Stock Exchange Symbol....	"IMH"

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- (1) Assumes that the Underwriters' option to purchase up to an additional 375,000 shares of Common Stock to cover over-allotments is not exercised.
 - (2) Does not include 400,000 shares reserved for issuance pursuant to the Company's Stock Option Plan, of which options to acquire 250,000 shares are outstanding at a per share exercise price of \$11.25 and options to acquire 45,000 shares are outstanding at a per share exercise price of \$13.00. The Company intends to increase the number of shares reserved for issuance under its Stock Option Plan by 400,000 shares, subject to stockholder approval, at the annual stockholders' meeting to be held in July 1996. See "Imperial Credit Mortgage Holdings, Inc.--Stock Options."

RISK FACTORS

Before investing in the shares of Common Stock offered hereby, prospective investors should give special consideration to the information set forth below, in addition to the information set forth elsewhere in this Prospectus. The following risk factors are interrelated and, consequently, investors should treat such risk factors as a whole.

This Prospectus contains forward-looking statements that inherently involve risks and uncertainties. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth in the following risk factors and elsewhere in this Prospectus.

CHANGES IN INTEREST RATES; PREPAYMENT RISKS

The Company's earnings may be affected by changes in market interest rates. In conducting its Conduit Operations, the Company is subject to the risk of rising mortgage interest rates between the time the Company commits to purchase mortgage loans at a fixed price and the time the Company sells or securitizes those mortgage loans. An increase in interest rates will generally result in a decrease in market value of loans that the Company has committed to purchase at a fixed price, but has not yet sold or securitized.

Higher rates of interest may discourage potential mortgagors from refinancing mortgage loans, borrowing to purchase a home or seeking a second mortgage loan, thus decreasing the volume of mortgage loans available to be purchased by the Conduit Operations. In addition, an increase in short-term interest rates may decrease or eliminate or, under certain circumstances, cause to be negative, the Company's net interest spread during the accumulation of mortgage loans held for sale or the net interest spread on mortgage loans held for investment when such loans are financed through reverse repurchase agreements. Should short-term interest rates exceed long-term interest rates (an "inverted yield curve" scenario), the negative effect on the Company's net interest spread would likely be coupled with a reduction in any earnings on any servicing portfolio held by the Company to the extent prepayments on the underlying mortgage loans increased as long-term interest rates declined.

In conducting its Long-Term Investment Operations, a significant portion of the Company's mortgage assets held for long-term investment bear adjustable interest ("ARMs") or pass-through rates based on short-term interest rates, and substantially all of the Company's borrowings bear interest at fixed rates and have maturities of less than one year. Consequently, changes in short-term interest rates may significantly influence the Company's net interest income. Mortgage loans owned by the Company that are ARMs or mortgage-backed securities backed by ARMs are subject to periodic interest rate adjustments based on objective indices such as the CMT Index or LIBOR. Interest rates on the Company's borrowings are also based on short-term indices. To the extent any of the Company's mortgage assets are financed with borrowings bearing interest based on an index different from that used for the related mortgage assets, so-called "basis" interest rate risk will arise. In such event, if the index used for the subject mortgage assets is a "lagging" index (such as the 11th District Cost of Funds) that reflects market interest rate changes on a delayed basis, and the rate borne by the related borrowings reflects market rate changes more rapidly, the Company's net interest income will be adversely affected in periods of increasing market interest rates. Additionally, the Company's mortgage assets are subject to periodic interest rate adjustments that may be less frequent than the increases or decreases in rates borne by the borrowings or financings utilized by the Company. Accordingly, in a period of increasing interest rates, the Company could experience a decrease in net interest income or a net loss because the interest rates on borrowings could adjust faster than the interest rates on the Company's ARMs or mortgage-backed securities backed by ARMs. Moreover, ARMs are typically subject to periodic and lifetime interest rate caps, which limit the amount an ARMs interest rate can change during any given period. The Company's borrowings are not subject to similar restrictions. Hence, in a period of rapidly increasing interest rates, the Company could also experience a decrease in net interest income or a net loss in the absence of effective hedging because the interest rates on borrowings could increase without limitation by caps while the interest rates on the Company's ARMs and mortgage-backed securities backed by ARMs would be so limited. Further, some ARMs may be subject to periodic payment caps that result in some portion of the interest accruing on the ARMs being deferred and added to the principal

outstanding. This could result in less cash received by the Company on its ARMs than is required to pay interest on the related borrowings, which will not have such payment caps. The Company expects that the net effect of these factors, all other factors being equal, will be to lower the Company's net interest income or cause a net loss during periods of rapidly rising interest rates, which could negatively impact the market price of the Common Stock. No assurance can be given as to the amount or timing of changes in income. To the extent that the Company utilizes short-term debt financing for fixed rate mortgages or mortgage-backed securities backed by fixed rate mortgages, the Company may also be subject to interest rate risks. To the extent that some of the warehouse loans made by the Company bear interest based upon an intermediate-term index while the Company's borrowings to fund such loans bear interest based upon a short-term index, the Company will be subject to the risk of narrowing interest rate spreads.

Higher rates of interest may have a negative effect, in particular, on the yield of any Company portfolio of "principal only" securities and other types of mortgage-backed securities purchased at a discount. If under such circumstances the Company were required to dispose of any "principal only" securities held in its portfolio, a loss could be incurred. Lower long-term rates of interest may negatively affect the yield on any Company portfolio of "interest only" securities, servicing fees receivable, master servicing fees receivable and other mortgage loan and mortgage-backed securities purchased at a premium. It is also possible that in certain low interest rate environments the Company would not fully recoup any initial investment in such securities or investments. See "--Risks of Potential Net Interest and Operating Losses in Connection with Borrowing and Substantial Leverage; Liquidity."

Mortgage prepayment rates vary from time to time and may cause changes in the amount of the Company's net interest income. Prepayments on ARMs and mortgage-backed securities backed by ARMs generally increase when mortgage interest rates fall below the then current interest rates on such ARMs. Conversely, prepayments of such mortgage loans generally decrease when mortgage interest rates exceed the then-current interest rate on such mortgage loans. Prepayment experience also may be affected by the geographic location of the property securing the mortgage loans, the credit grade of the mortgage loan, the assumability of the mortgage loans, the ability of the borrower to convert to a fixed-rate loan, conditions in the housing and financial markets and general economic conditions. In addition, prepayments on ARMs are affected by conditions in the fixed-rate mortgage market. If the interest rates on ARMs increase at a rate greater than the interest rates on fixed-rate mortgage loans, prepayments on ARMs will tend to increase. In periods of fluctuating interest rates, interest rates on ARMs may exceed interest rates on fixed-rate mortgage loans, which may tend to cause prepayments on ARMs to increase at a greater rate than anticipated. Prepayment rates also vary by credit grade. For the three months ended March 31, 1996 and the Interim Period, 63.4% and 31.9%, respectively, of the loans acquired by the Company were non-conforming "A" grade mortgage loans, as defined by the Company, which may be subject to higher rates of prepayment than lesser credit grades of non-conforming loans. Second mortgage loans generally have smaller average principal balances than first mortgage loans and are not viewed by borrowers as permanent financing. Accordingly, second mortgage loans may experience a higher rate of prepayment than first mortgage loans. In addition, any future limitations on the right of borrowers to deduct interest payments on mortgage loans for Federal income tax purposes may result in a higher rate of prepayment mortgage loans. See "Business--Conduit Operations--Marketing and Production."

Prepayments of mortgage loans could affect the Company in several adverse ways. A substantial portion of the ARMs acquired by the Company (either directly as mortgage loans or through mortgage-backed securities backed by ARMs) have been newly originated within six months of purchase and generally bear initial interest rates which are lower than their "fully-indexed" rates (the applicable index plus the margin). In the event that such an ARM is prepaid prior to or soon after the time of adjustment to a fully-indexed rate, the Company will have experienced an adverse effect on its net interest income during the time it held such ARM compared with holding a fully-indexed ARM and will have lost the opportunity to receive interest at the fully indexed rate over the expected life of the ARM.

The prepayment of any mortgage loan that had been purchased at a premium by the Company would result in the immediate write-off of any remaining capitalized premium amount and a consequent decrease in the

Company's interest income. The Long-Term Investment Operations' strategy at the present time contemplates the purchase of certain mortgage loans on a "servicing released" basis (i.e., the Company will acquire both the mortgage loans and the rights to service them). This strategy requires payment of a higher purchase price by the Company for the mortgage loans, and to the extent a premium is paid, the Company is more exposed to the adverse effects of early prepayments of the mortgage loans, as described above.

HEDGING STRATEGIES

To mitigate risks associated with its Conduit Operations, the Company, through ICIFC, enters into transactions designed to hedge interest rate risks, which may include mandatory and optional forward selling of mortgage loans or mortgage-backed securities, interest rate caps, floors and swaps and buying and selling of futures and options on futures. To mitigate risks associated with its Long-Term Investment Operations, the Company's policy is to attempt to match the interest rate sensitivities of its adjustable rate mortgage assets held for investment with the associated liabilities. The Company may purchase interest rate caps, interest rate swaps or similar instruments to attempt to mitigate the cost of its variable rate liabilities increasing at a faster rate than the earnings on its subject assets during a period of rising interest rates. The nature and quantity of the hedging transactions for the Conduit Operations and the Long-Term Investment Operations is determined by the management of the Company based on various factors, including market conditions and the expected volume of mortgage loan purchases, and there have been no limitations placed on management's use of certain instruments in such hedging transactions. No assurance can be given that such hedging transactions will offset the risks of changes in interest rates, and it is possible that there will be periods during which the Company could incur losses after accounting for its hedging activities. See "Business--Hedging."

RISKS RELATING TO OPERATIONS

The Company makes long-term investments in mortgage loans and mortgage-backed securities. The Company does not obtain credit enhancements such as mortgage pool or special hazard insurance for its mortgage loans and investments other than (1) FHA insurance, (2) VA guarantees and (3) private mortgage insurance, in each case only when specified by its underwriting criteria. Accordingly, during the time it holds mortgage loans for investment, the Company is subject to risks of borrower defaults and bankruptcies and special hazard losses that are not covered by standard hazard insurance (such as those occurring from earthquakes or floods). In the event of a default on any mortgage loan held by the Company, the Company bears the risk of loss of principal to the extent of any deficiency between the value of the related mortgaged property, plus any payments from an insurer or guarantor, and the amount owing on the mortgage loan. Defaulted mortgage loans will also cease to be eligible collateral for borrowings, and will have to be financed by the Company out of other funds until ultimately liquidated.

Credit risks associated with non-conforming mortgage loans, especially "B" and "C" grade loans, may be greater than those associated with conforming mortgage loans that comply with FNMA and FHLMC guidelines. Non-conforming mortgage loans generally consist of jumbo mortgage loans (loans with a principal balance in excess of \$207,000) or loans that are originated in accordance with underwriting or product guidelines that differ from those applied by FNMA or FHLMC. The principal differences between conforming loans and the non-conforming loans purchased by the Company include the applicable loan-to-value ratios, the credit and income histories of the mortgagors, the documentation required for approval of the mortgagors, the types of properties securing the mortgage loans, loan sizes and the mortgagors' occupancy status with respect to the mortgaged property. As a result of these and other factors, the interest rates charged on non-conforming loans are often higher than those charged for conforming loans. The combination of different underwriting criteria and higher rates of interest may lead to higher delinquency rates and/or credit losses for non-conforming as compared to conforming loans and could have an adverse effect on the Company's operations to the extent that the Company invests in such loans or securities evidencing interests in such loans.

In addition, with respect to second mortgage loans, the Company's security interest in the property securing such loans is subordinated to the interest of the first mortgage holder. If the value of the property securing the

second mortgage loan is not sufficient to repay the borrower's obligation to the first mortgage holder upon foreclosure or if there is no additional value in such property after satisfying the borrower's obligation to the first mortgage loan holder, the borrower's obligation to the Company will likely not be satisfied.

The Company also bears risk of loss on any mortgage-backed securities it purchases in the secondary mortgage market or otherwise. To the extent third parties have been contracted to insure against these types of losses, the Company would be dependent in part upon the creditworthiness and claims paying ability of the insurer and the timeliness of reimbursement in the event of a default on the underlying obligations. Further, the insurance coverage for various types of losses is limited in amount, and losses in excess of the limitation would be borne by the Company.

The yield derived from certain classes of mortgage-backed securities created in connection with securitizations by ICIFC and subsequently retained by the Company, including, but not limited to, "interest only," "principal only" and subordinated securities, is particularly sensitive to interest rate, prepayment and credit risks. The Company's investment portfolio may include each of these classes of securities, as well as investments in master servicing fees receivable, which have characteristics comparable to "interest only" securities insofar as their value tends to decline as prepayment rates increase. See "--Changes in Interest Rates; Prepayment Risks." Because subordinated securities, in general, bear all credit losses prior to the related senior securities, the amount of credit risk associated with any investment in such subordinated securities would be significantly greater than that which would be associated with a comparable investment in the related senior securities and, on a percentage basis, the risk would be greater than holding the underlying mortgage loans directly. See "Business--Long-Term Investment Operations--Investments in Mortgage-Backed Securities and Master Servicing Fees Receivable."

As a warehouse lender, the Company is a secured creditor of mortgage bankers and is subject to the risks associated with such businesses, including the risks of fraud, borrower default and bankruptcy, any of which could result in credit losses for the Company. Any claim of the Company as a secured lender in a bankruptcy proceeding may be subject to adjustment and delay. See "Business--Warehouse Lending Operations."

In connection with its Conduit Operations, ICIFC has engaged in securitizations and bulk whole loan sales. In connection with the issuance of mortgage-backed securities by ICIFC, such securities have been non-recourse to ICIFC, except in the case of a breach of the standard representations and warranties made by ICIFC when mortgage loans are securitized. While ICIFC has recourse to the sellers of mortgage loans for any such breaches, there can be no assurance of the sellers' abilities to honor their respective obligations. ICIFC has engaged in bulk whole loan sales pursuant to agreements that provide for recourse by the purchaser against ICIFC in the event of a breach of representation or warranty made by ICIFC, any fraud or misrepresentation during the mortgage loan origination process or upon early default on such mortgage loans. ICIFC has generally limited the remedies of such purchasers to the remedies ICIFC receives from the persons from whom ICIFC purchased such mortgage loans. However, in some cases, the remedies available to a purchaser of mortgage loans from ICIFC are broader than those available to ICIFC against its seller, and should a purchaser exercise its rights against ICIFC, ICIFC may not always be able to enforce whatever remedies ICIFC may have against its sellers. ICIFC may from time to time provide provisions for loan losses related to estimated losses from the breach of a standard representation and warranty. ICIFC recorded a provision for loan losses related to such estimated losses of \$400,000 during the three months ended March 31, 1996. During the three months ended March 31, 1996, no losses occurred and no loans were repurchased by ICIFC. In 1995, 1994 and 1993, the impact of loans repurchased as a result of borrower misrepresentations was not material.

RISKS OF POTENTIAL NET INTEREST AND OPERATING LOSSES IN CONNECTION WITH BORROWINGS AND SUBSTANTIAL LEVERAGE; LIQUIDITY

The Company has employed a financing strategy to increase the size of its investment portfolio by borrowing a substantial portion (up to approximately 98%, depending on the nature of the underlying asset) of the market value of substantially all of its investments in mortgage loans and mortgage-backed securities. The

Company initially intended maintaining a ratio of equity capital (book value of stockholders' equity) to total assets of approximately 15%. This target ratio was developed on the assumption that the Company would utilize the sale of pass-through mortgage-backed securities as the primary securitization technique, as compared to financing the loans in the Company's long-term investment portfolio through CMOs. However, the Company has elected to utilize CMO financings because CMOs allow the Company to more fully realize the benefits of IMH's REIT tax status. CMOs receive financing treatment as opposed to sale treatment. Financing treatment allows the Company to recognize spread income over time as qualifying income under the REIT gross income tests, as compared to gains at ICIFC for pass-through securities which receive sale treatment and are fully taxable. The assets collateralizing CMO financings remain on the Company's balance sheet, while assets backing pass-through securities are removed from the balance sheet. Consequently, CMO financing tends to increase the assets of the Company and reduce the Company's ratio of equity capital to total assets, as compared to the sale of pass-through securities. It is expected that the continued use of CMOs will likely result in a ratio of equity capital to total assets of between 7% to 8%. The Company's ratio of equity capital to total assets at March 31, 1996 was 8.0% and the ratio at December 31, 1995 was 7.4%.

A majority of the Company's borrowings are collateralized, primarily in the form of reverse repurchase agreements, which are based on the market value of the Company's mortgage loans pledged to secure the specific borrowings. The cost of borrowings under a reverse repurchase agreement corresponds to the referenced interest rate (e.g., the CMT Index or LIBOR) plus or minus a margin. The margin over or under the referenced interest rate varies depending upon the lender, the nature and liquidity of the underlying collateral, the movement of interest rates, the availability of financing in the market and other factors. If the returns on the mortgage loans and mortgage-backed securities purchased with borrowed funds fail to cover the cost of the borrowings, the Company will experience net interest losses and may experience net losses. See "Business--Long-Term Investment Operations."

The use of CMOs as financing vehicles tends to increase the Company's leverage as such loans are held for investment rather than resold in secondary market transactions. For this reason the Company is exposed to greater potential credit losses from the use of CMOs as financing vehicles. In addition, the retention of residual interests in mortgage loans sold through secondary market transactions exposes ICIFC to a risk of credit loss up to the amount of ICIFC's investment in the residual interest. Should the Company experience credit losses greater than expected, the Company's financial condition and results of operations would be materially adversely affected.

The ability of the Company to achieve its investment objectives depends not only on its ability to borrow money in sufficient amounts and on favorable terms but also on the Company's ability to renew or replace on a continuous basis its maturing short-term borrowings. The Company's business strategy relies on short-term borrowings to fund long-term mortgage loans. In the event the Company is not able to renew or replace maturing borrowings, the Company could be required to sell, under adverse market conditions, all or a portion of its mortgage loans and mortgage-backed securities available-for-sale, and could incur losses as a result. In addition, in such event the Company may be required to terminate hedge positions, which could result in further losses to the Company. Such events could have a materially adverse effect on the Company.

Certain of the Company's mortgage loans may be cross-collateralized to secure multiple borrowing obligations of the Company to a single lender. A decline in the market value of such assets could limit the Company's ability to borrow or result in lenders initiating margin calls (i.e., requiring a pledge of cash or additional mortgage loans to reestablish the ratio of the amount of the borrowing to the value of the collateral). The Company could be required to sell mortgage loans under adverse market conditions in order to maintain liquidity. If these sales were made at prices lower than the carrying value of its mortgage loans, the Company would experience losses. A default by the Company under its collateralized borrowings could also result in a liquidation of the collateral, including any cross-collateralized assets, and a resulting loss of the difference between the value of the collateral and the amount borrowed. Additionally, in the event of a bankruptcy of the Company, certain reverse repurchase agreements may qualify for special treatment under the Bankruptcy Code, the effect of which is, among other things, to allow the creditors under such agreements to avoid the automatic stay provisions of the Bankruptcy Code and to liquidate the collateral under such agreements without delay. Conversely, in the event of a bankruptcy of a party with whom the Company had a reverse repurchase agreement,

the Company might experience difficulty repurchasing the collateral under such agreement if it were to be repudiated and the Company's claim against the bankrupt lender for damages resulting therefrom were to be treated simply as one of an unsecured creditor. Should this occur, the Company's claims would be subject to significant delay and, if and when received, may be substantially less than the damages actually suffered by the Company. Although the Company has entered into reverse repurchase agreements with several different parties and has developed procedures to reduce its exposure to such risks, no assurance can be given that the Company will be able to avoid such third party risks. See "Business--Long-Term Investment Operations--Financing."

To the extent the Company is compelled to liquidate mortgage loans or mortgage-backed securities classified as Qualified REIT Assets to repay borrowings, IMH may be unable to comply with the REIT asset and income tests, possibly jeopardizing IMH's status as a REIT. The Code does not provide for any mitigating provisions with respect to the 30% gross income test. Accordingly, if IMH failed to meet the 30% gross income test, its status as a REIT would terminate automatically. See "Federal Income Tax Considerations--Taxation of IMH--Income Tests."

The REIT provisions of the Code require IMH to distribute to its stockholders substantially all of its taxable income. As a result, such provisions restrict the Company's ability to retain earnings and replenish the capital committed to its business activities.

The Company's liquidity is also affected by its ability to access the debt and equity capital markets. To the extent that the Company is unable to regularly access such markets, the Company could be forced to sell assets at unfavorable prices or discontinue various business activities in order to meet its liquidity needs. As a result, any such inability to access the capital markets could have a negative impact on the Company's earnings.

Substantially all of the assets of the Conduit Operations have been pledged to secure the repayment of mortgage-backed securities issued in the securitization process, reverse repurchase agreements or other borrowings. In addition, substantially all of the mortgage loans that the Company has acquired and will in the future acquire have been or will be pledged to secure borrowings pending their securitization or sale or as a part of their long-term financing. The cash flows received by the Company from its investments that have not yet been distributed, pledged or used to acquire mortgage loans or other investments may be the only unpledged assets available to unsecured creditors and stockholders in the event of liquidation of the Company.

DEMAND FOR RESIDENTIAL MORTGAGE LOANS AND THE COMPANY'S NON-CONFORMING LOAN PRODUCTS

The availability of mortgage loans meeting the Company's criteria is dependent upon, among other things, the size and level of activity in the residential real estate lending market and, in particular, the demand for non-conforming mortgage loans. The size and level of activity in the residential real estate lending market depend on various factors, including the level of interest rates, regional and national economic conditions and inflation and deflation in residential property values, as well as the general regulatory and tax environment as it relates to mortgage lending. See "Business--Regulation." To the extent the Company is unable to obtain sufficient mortgage loans meeting its criteria, the Company's business will be adversely affected.

FNMA and FHLMC are not currently permitted to purchase mortgage loans with original principal balances above \$207,000. If this dollar limitation is increased without a commensurate increase in home prices, the Company's ability to maintain or increase its current acquisition levels could be adversely affected as the size of the non-conforming mortgage loan market may be reduced, and FNMA and FHLMC may be in a position to purchase a greater percentage of the mortgage loans in the secondary market than they currently acquire.

In general, lower interest rates prompt greater demand for mortgage loans, because more individuals can afford to purchase residential properties, and refinancing and second mortgage loan transactions increase. However, if low interest rates are accompanied by a weak economy and high unemployment, demand for housing and residential mortgage loans may decline. Conversely, higher interest rates and lower levels of housing finance

and refinance activity may decrease mortgage loan purchase volume levels, resulting in decreased economies of scale and higher costs per unit, reduced fee income, smaller gains on the sale of non-conforming mortgage loans and lower net income.

Although the Company seeks geographic diversification of the properties underlying the Company's mortgage loans and mortgage-backed securities, it does not set specific limitations on the aggregate percentage of its portfolio composed of such properties located in any one area (whether by state, zip code or other geographic measure). Concentration in any one area will increase exposure of the Company's portfolio to the economic and natural hazard risks associated with such area. At March 31, 1996, 76.5% of IMH's mortgage loans held for investment were secured by properties in California. Certain parts of California have experienced an economic downturn in recent years, particularly in areas of high defense industry concentration, and have suffered the effects of certain natural hazards such as earthquakes, fires and floods, as well as riots.

LIMITED HISTORY OF OPERATIONS

The Company commenced operations on November 20, 1995. Prior to the date of the Contribution Transaction, ICIFC was a division or subsidiary of ICII and IWLG was a division of SPTL. Although the Company was profitable for the year ended December 31, 1995 and for the three months ended March 31, 1996, and has experienced substantial growth in mortgage loan originations and total revenues, there can be no assurance that the Company will be profitable in the future or that these rates of growth will be sustainable or indicative of future results. Prior to the Company's initial public offering (the "Initial Public Offering"), each of ICIFC and IWLG benefited from the financial, administrative and other resources of ICII and SPTL, respectively.

Since the Company commenced operations in November 1995, its growth in purchasing loans has been significant. In light of this growth, the historical financial performance of the Company may be of limited relevance in predicting future performance. Also, the loans purchased by the Company and included in the Company's securitizations have been outstanding for a relatively short period of time. Consequently, the delinquency and loss experience of the Company's loans to date may not be indicative of future results. It is unlikely that the Company will be able to maintain delinquency and loan loss ratios at their present levels as the portfolio becomes more seasoned.

A reduction in the number of loans available for purchase or a lack of demand for the Company's mortgage loan products could limit the Company's ability to fully invest the net proceeds of this Offering in mortgage loans and mortgage-backed securities in a timely manner after completion of this Offering. Should such an event occur, the Company will likely not be able to maintain the level of performance it has achieved since the Contribution Transaction.

RECENT AND PLANNED EXPANSION; RELIANCE ON ICII'S ORIGINATION CAPABILITY

The Company's total revenues and net income have grown significantly since the Company's inception, primarily due to increased mortgage purchasing, sales and investing activities. The Company intends to continue to pursue a growth strategy for the foreseeable future, and its future operating results will depend largely upon its ability to expand its Long-Term Investment Operations, its Conduit Operations and its Warehouse Lending Operations. Each of these plans requires additional personnel and assets and there can be no assurance that the Company will be able to successfully expand and operate its expanded operations profitably. There can be no assurance that the Company will anticipate and respond effectively to all of the changing demands that its expanding operations will have on the Company's management, information and operating systems, and the failure to adapt its systems could have a material adverse effect on the Company's results of operations and financial condition. There can be no assurance that the Company will successfully achieve its planned expansion or, if achieved, that the expansion will result in profitable operations.

A significant portion of the Company's mortgage loan acquisitions since its inception have been from ICII or its affiliates. Of the \$280.7 million and \$1.1 billion of mortgage loans acquired by the Company for the three months ended March 31, 1996 and the year ended December 31, 1995, respectively, \$166.2 million and \$508.6 million, respectively, were purchased from ICII or its affiliates. Mortgage loan acquisitions from ICII for the three months ended March 31, 1996 consisted of acquisitions of mortgage loans from correspondents associated with ICII. ICII has announced that it is substantially divesting itself of its mortgage loan business except for those activities referred to in the Non-Compete Agreement as described in "Certain Transactions." As a result, the Company expects that the level of originations provided by ICII should substantially decrease over time. Unless and until the Company is able to acquire mortgage loans from other sources, the Company's operations may be materially adversely affected.

COMPETITION FOR MORTGAGE LOANS

In purchasing non-conforming mortgage loans and issuing securities backed by such loans, the Company competes with established mortgage conduit programs, investment banking firms, savings and loan associations, banks, thrift and loan associations, finance companies, mortgage bankers, insurance companies, other lenders and other entities purchasing mortgage assets. Continued consolidation in the mortgage banking industry may also reduce the number of current sellers to the Conduit Operations, thus reducing the Company's potential customer base, resulting in the Company purchasing a larger percentage of mortgage loans from a smaller number of sellers. Such changes could negatively impact the Conduit Operations. See "--Demand for Residential Mortgage Loans and the Company's Non-Conforming Loan Products," "Business--Competition" and "Business Conduit Operations--Marketing and Production--Mortgage Loans Acquired." Mortgage-backed securities issued through the Conduit Operations face competition from other investment opportunities available to prospective investors.

The Company faces competition in its Conduit Operations and Warehouse Lending Operations from other financial institutions, including but not limited to banks and investment banks. Many of the institutions with which the Company competes in these operations have significantly greater financial resources than the Company. Increased competition in the Conduit Operations and Warehouse Lending Operations could adversely affect the Company's profitability. See "Business--Competition."

The Company's operations may be affected by the activities of ICII and its affiliates. As an end-investor in non-conforming mortgage loans, SPTL may compete with the Company; this activity is not restricted by an agreement not to compete executed by and among the Company, SPTL and ICII in connection with the Contribution Transaction (the "Non-Compete Agreement"). Also, Southern Pacific Funding Corporation is a subsidiary of ICII whose business is primarily to act as a wholesale originator and a bulk purchaser of non-conforming mortgage loans. These activities are not restricted by the Non-Compete Agreement. In addition, after the expiration of the Non-Compete Agreement, ICII or any 25% entity may compete with the Company's Long-Term Investment Operations, the Conduit Operations and the Warehouse Lending Operations. While the Company believes such activities will not have a material adverse effect on the Company's operations, there can be no assurance of this. See "--Relationship with ICII and its Affiliates; Conflicts of Interest" and "Business--Competition."

EXPERIENCE OF THE MANAGER IN MANAGING A REIT

The Company is dependent for the selection, structuring and monitoring of its assets and associated borrowings on the diligence and skill of its officers and the officers and employees of the Manager which has limited experience in managing a REIT. See "Imperial Credit Advisors, Inc." for further descriptions of the business experience of key management personnel.

RELATIONSHIP WITH ICII AND ITS AFFILIATES; CONFLICTS OF INTEREST

The Company is subject to conflicts of interest arising from its relationship with its manager, ICAI, and ICAI's affiliates. ICAI, through its affiliation with ICII, has interests that may conflict with those of the Company in fulfilling certain of its duties. In addition, certain of the officers and Directors of ICII or its affiliates are also officers and Directors of the Company, including H. Wayne Snavelly and Joseph R. Tomkinson, Chairman of the Board and Chief Executive Officer of IMH, respectively. See "Imperial Credit Mortgage Holdings, Inc. Directors and Executive Officers" and "Imperial Credit Advisors, Inc.--Directors and Executive Officers." The Company also relies upon ICAI (which has entered into a subcontract with ICII to provide certain management services to the Company as ICAI deems necessary) for the oversight of day-to-day operations of its business. All other operations of the Company are conducted through ICIFC and IWLG, which had approximately 60 and three employees, respectively, as of March 31, 1996. No assurance can be given that the Company's relationships with ICAI and its affiliates will continue indefinitely. The failure or inability of ICAI to provide the services required of it under the Management Agreement (or of ICII to perform its obligations under its subcontract with ICAI) or any other agreements or arrangements with the Company would have a material adverse effect on the Company's business. In addition, as the holder of all of the outstanding voting stock of ICIFC, ICII has the right to elect all directors of ICIFC and the ability to control the outcome of all matters for which the consent of the holders of the common stock of ICIFC is required.

The Company intends to provide up to a \$100 million warehouse facility to FMAC on terms to be negotiated in an arms-length transaction. ICII owns 67% of FMAC. See "Business--Warehouse Lending Operations--FMAC."

It is the intention of the Company and ICII that any agreements and transactions, taken as a whole, between the Company, on the one hand, and ICII or its affiliates, on the other hand, are fair to both parties. To minimize or avoid potential conflicts of interests, all three Unaffiliated Directors must independently and by majority vote approve all such agreements and transactions. However, there can be no assurance that each of such agreements or transactions will be on terms at least as favorable to the Company as could have been obtained from unaffiliated third parties. See "Imperial Credit Mortgage Holdings, Inc.," "Imperial Credit Advisors, Inc.," "Relationships with Affiliates" and "Certain Transactions."

Pursuant to the Non-Compete Agreement, except as set forth below, ICII and any 25% entity may not compete with the Warehouse Lending Operations and may not establish a network of third party correspondent loan originators or another end-investor in non-conforming mortgage loans. ICII has also agreed (1) that, in addition to any other remedy that may be available to the Company, it will sell, at a price determined by an independent appraisal, all of the outstanding shares of common stock of ICIFC to be retained by ICII pursuant to the Contribution Transaction to any third party reasonably acceptable to the Company in the event that ICII or any 25% entity establishes a network of third party correspondent loan originators or other end-investors in non-conforming loans during the term of the Non-Compete Agreement and (2) that any sale by ICIFC of shares of its capital stock or any sale or transfer by ICII of any shares of the common stock of ICIFC which ICII owns may only be made to a party reasonably acceptable to the Company. Pursuant to the Non-Compete Agreement, SPTL may continue to act as an end-investor in non-conforming mortgage loans and Southern Pacific Funding Corporation, a subsidiary of ICII, may continue its business, which is primarily to act as a wholesale originator and bulk purchaser of non-conforming mortgage loans. Pursuant to a right of first refusal agreement executed by and between ICIFC and ICII in connection with the Contribution Transaction (the "Right of First Refusal Agreement"), ICII has granted ICIFC a right of first refusal to purchase all non-conforming mortgage loans that ICII or any 25% entity originates or acquires and subsequently offers for sale and ICIFC has granted ICII or any 25% entity designated by ICII a right of first refusal to purchase all conforming mortgage loans that ICIFC acquires and subsequently offers for sale.

CONSEQUENCES OF FAILURE TO MAINTAIN REIT STATUS; COMPANY SUBJECT TO TAX AS A REGULAR CORPORATION

IMH currently operates and has operated in a manner intended to allow it to qualify as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"). Although IMH believes that it will continue to

operate in such a manner, no assurance can be given that IMH will remain qualified as a REIT. Qualification as a REIT involves the satisfaction of numerous requirements (some on an annual and others on a quarterly basis) established under highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations, and involve the determination of various factual matters and circumstances not entirely within the Company's control. For example, in order to qualify as a REIT, at least 95% of IMH's gross income (including the gross income of IWLG) in any year must be derived from qualifying sources and IMH must pay distributions to stockholders aggregating annually at least 95% of its (and IWLG's) taxable income (calculated without regard to the dividends paid deduction and excluding net capital gains). No assurance can be given that legislation, new regulations, administrative interpretations or court decisions will not significantly change the tax laws with respect to qualification as a REIT.

Among the requirements for REIT qualification is that the value of any one issuer's securities held by a REIT may not exceed the value of 5% of the REIT's total assets on certain testing dates. See "Federal Income Tax Considerations--Taxation of IMH--Requirements for Qualification." IMH believes that the aggregate value of the securities of ICIFC held by IMH are less than 5% of the value of IMH's total assets.

If IMH were to fail to qualify as a REIT in any taxable year, IMH would be subject to federal income tax (including any applicable alternative minimum tax) on its (and IWLG's) taxable income at regular corporate rates and would not be allowed a deduction in computing its taxable income for amounts distributed to its stockholders. Moreover, unless entitled to relief under certain statutory provisions, IMH also would be disqualified from treatment as a REIT for the four taxable years following the year during which qualification is lost. This treatment would reduce the net earnings of IMH available for investment or distribution to stockholders because of the additional tax liability of IMH for the years involved. In addition, distributions to stockholders would no longer be required to be made. See "Federal Income Tax Considerations--Taxation of IMH--Requirements for Qualification."

INVESTMENT COMPANY ACT RISK

The Company at all times intends to conduct its business so as not to become regulated as an investment company under the Investment Company Act. Accordingly, the Company does not expect to be subject to the restrictive provisions of the Investment Company Act. The Investment Company Act exempts entities that are "primarily engaged in the business of purchasing or otherwise acquiring mortgages and other liens on and interests in real estate" ("Qualifying Interests"). Under the current interpretation of the staff of the Commission, in order to qualify for this exemption, the Company must maintain at least 55% of its assets directly in mortgage loans, qualifying pass-through certificates and certain other Qualifying Interests in real estate. In addition, unless certain mortgage securities represent all the certificates issued with respect to an underlying pool of mortgages, such mortgage securities may be treated as securities separate from the underlying mortgage loans and, thus, may not qualify as Qualifying Interests for purposes of the 55% requirement. The Company's ownership of certain mortgage loans therefore may be limited by the provisions of the Investment Company Act. In addition, in meeting the 55% requirement under the Investment Company Act, the Company intends to consider privately issued certificates issued with respect to an underlying pool as to which the Company holds all issued certificates as Qualifying Interests. If the Commission, or its staff, adopts a contrary interpretation with respect to such securities, the Company could be required to restructure its activities to the extent its holdings of such privately issued certificates did not comply with the interpretation. Such a restructuring could require the sale of a substantial amount of privately issued certificates held by the Company at a time it would not otherwise do so. Further, in order to insure that the Company at all times continues to qualify for the above exemption from the Investment Company Act, the Company may be required at times to adopt less efficient methods of financing certain of its mortgage loans and investments in mortgage-backed securities than would otherwise be the case and may be precluded from acquiring certain types of such mortgage assets whose yield is somewhat higher than the yield on assets that could be purchased in a manner consistent with the exemption. The net effect of these factors will be to lower at times the Company's net interest income, although the Company does not expect the effect to be material. If the Company fails to qualify for exemption from registration as an investment company, its ability to use leverage would be substantially reduced, and it would be unable to conduct its business as described herein. Any such failure to qualify for such exemption could have a material adverse effect on the Company.

FUTURE REVISIONS IN POLICIES AND STRATEGIES AT THE DISCRETION OF THE BOARD OF DIRECTORS

The Board of Directors, including a majority of the Unaffiliated Directors, has established the investment policies and operating policies and strategies set forth in this Prospectus as the investment policies and operating policies and strategies of the Company. With respect to other matters, the Company may, in the future, but currently has no present plans to, invest in the securities of other REITs for the purpose of exercising control, offer securities in exchange for property or offer to repurchase or otherwise reacquire its shares or other securities. The Company does not currently intend to underwrite the securities of other issuers. However, any of the policies, strategies and activities referenced above or described in this Prospectus may be modified or waived by the Board of Directors, subject in certain cases to approval by a majority of the Unaffiliated Directors, without stockholder consent.

EFFECT OF FUTURE OFFERINGS ON MARKET PRICE OF COMMON STOCK

The Company in the future may increase its capital resources by making additional private or public offerings of its Common Stock, securities convertible into its Common Stock, preferred stock or debt securities. The actual or perceived effect of such offerings, the timing of which cannot be predicted, may be the dilution of the book value or earnings per share of the Common Stock outstanding, which may result in the reduction of the market price of the Common Stock. The Company has adopted the DRP pursuant to which shares are issuable at the DRP Price, which is 97% of the current market price, thereby resulting in dilution to the extent such shares are issued by the Company.

SHARES ELIGIBLE FOR FUTURE SALE

Sale of substantial amounts of the Company's Common Stock in the public market or the prospect of such sales could materially and adversely affect the market price of the Common Stock. Of the 6,750,000 shares of Common Stock to be outstanding after the Offering, 500,000 shares are restricted in nature and are not saleable pursuant to Rule 144 or otherwise until November 1997 at the earliest. The Company, ICII, SPTL and certain stockholders have agreed with the Underwriters that, for a period of 120 days following the commencement of this Offering, they will not sell, contract to sell or otherwise dispose of any of such 500,000 shares or rights to acquire any shares of Common Stock (other than pursuant to employee plans or the DRP) without the prior written consent of PaineWebber Incorporated. See "Shares Eligible for Future Sale" and "Underwriting." Additionally, there are outstanding stock options for 250,000 shares of Common Stock, which have been granted at a per share exercise price of \$11.25 per share, to executive officers and Directors of the Company or of the Manager, none of which, except in the event of a change of control of the Company, are exercisable until November 1998; stock options for an additional 45,000 shares of Common Stock have been granted to Unaffiliated Directors of the Company at a per share exercise price of \$13.00, none of which, except in the event of a change of control of the Company, are exercisable until November 1996; and an additional 105,000 shares of Common Stock are reserved for future issuance pursuant to the Company's Stock Option Plan. The Company intends to register under the Securities Act shares reserved for issuance pursuant to the DRP and the Stock Option Plan. See "Dividend Reinvestment Plan" and "Imperial Credit Mortgage Holdings, Inc.--Stock Options."

PREFERRED STOCK; RESTRICTIONS ON OWNERSHIP OF COMMON STOCK; ANTI-TAKEOVER RISK

The Company's Articles of Incorporation and the amendments thereto (the "Charter") authorizes the Board of Directors to issue shares of Preferred Stock designated in one or more classes or series. The Preferred Stock may be issued from time to time with such designations, any rights and preferences as shall be determined by the Board of Directors. Preferred Stock would be available for possible future financing of, or acquisitions by, the Company and for general corporate purposes without any legal requirement that further stockholder authorization for issuance be obtained. The issuance of Preferred Stock could have the effect of making an attempt to gain control of the Company more difficult by means of a merger, tender offer, proxy contest or otherwise. The Preferred Stock, if issued, may have a preference on dividend payments which could affect the ability of the Company to make dividend distributions to the common stockholders. As of the date hereof, no shares of Preferred Stock have been issued. Certain provisions of the Charter may also have the effect of delaying, deferring or preventing a change in control of the Company. See "Certain Provisions of Maryland Law and of the Company's Charter and Bylaws" and "Description of Capital Stock."

In order for IMH to maintain its qualification as a REIT, not more than 50% in value of the outstanding shares of IMH's capital stock, including the Common Stock, may be owned, actually or constructively, by or for five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year (other than the first year). Furthermore, after the first taxable year for which a REIT election is made, IMH's shares of capital stock, including the Common Stock, must be held by a minimum of 100 persons for at least 335 days of a 12-month year (or a proportionate part of a short tax year). In order to protect IMH against the risk of losing REIT status due to a concentration of ownership among its stockholders, the Charter prohibits any person, other than ICII as to the 374,538 shares which it owns (which excludes the 50,000 shares of Common Stock held by SPTL pursuant to the Contribution Transaction, as to which ICII disclaims beneficial ownership), from acquiring or holding, actually or constructively, shares of Common Stock in excess of 9.5%, (in value or in number of shares, whichever is more restrictive), of the aggregate of the outstanding shares of Common Stock (the "Ownership Limit"). For this purpose, the term "ownership" is defined in accordance with the REIT provisions of the Code, the constructive ownership provisions of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code, and Rule 13d-3 promulgated by the Commission under the Exchange Act and the term "person" is defined to include a "group," which is defined to have the same meaning as that term has for purposes of Section 13(d)(3) of the Exchange Act. Accordingly, shares of Common Stock owned or deemed to be owned by a person who individually owns less than 9.5% of the shares outstanding may nevertheless be in violation of the ownership limitations set forth in the Charter. The Charter further prohibits (1) any person from actually or constructively owning shares of Common Stock that would result in IMH being "closely held" under Section 856(h) of the Code or otherwise cause IMH to fail to qualify as a REIT, and (2) any person from transferring shares of Common Stock if such transfer would result in shares of Common Stock being owned by fewer than 100 persons. If any transfer of shares of Common Stock occurs which, if effective, would result in any person actually or constructively owning shares of Common Stock in excess or in violation of the above transfer or ownership limitations, then that number of shares of Common Stock the actual or constructive ownership of which otherwise would cause such person to violate such limitations (rounded to the nearest whole shares) shall be automatically transferred to a trustee (the "Trustee") as trustee of a trust (the "Trust") for the exclusive benefit of one or more charitable beneficiaries (the "Charitable Beneficiary"), and the intended transferee shall not acquire any rights in such shares. Shares held by the Trustee shall be issued and outstanding shares of Common Stock. The intended transferee shall not benefit economically from ownership of any shares held in the Trust, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares held in the Trust. The Trustee shall have all voting rights and rights to dividends or other distributions with respect to shares held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid prior to the discovery by the Company that shares of Common Stock have been transferred to the Trustee shall be paid with respect to such shares to the Trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the Trustee. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Board of Directors of the Company may, in their discretion, waive these requirements on owning shares in excess of the Ownership Limit.

Within 20 days of receiving notice from the Company that shares of Common Stock have been transferred to the Trust, the Trustee shall sell the shares held in the Trust to a person, designated by the Trustee, whose ownership of the shares will not violate the ownership limitations set forth in the Charter. Upon such sale, the interest of the Charitable Beneficiary in the shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the intended transferee and to the Charitable Beneficiary as follows. The intended transferee shall receive the lesser of (1) the price paid by the intended transferee for the shares or, if the intended transferee did not give value for the shares in connection with the event causing the shares to be held in the Trust (e.g., in the case of a gift, devise or other such transaction), the Market Price (as defined below) of the shares on the day of the event causing the shares to be held in the Trust and (2) the price per share received by the Trustee from the sale or other disposition of the shares held in the Trust. Any net sale proceeds in excess of the amount payable to the intended transferee shall be immediately paid to the Charitable Beneficiary. In addition, shares of Common Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (1) the price per share in the transaction that resulted in such transfer to the Trust (or in the case of a devise or gift, the Market Price at the time of such devise or gift) and (2)

the Market Price on the date the Company, or its designee, accepts such offer.
The

Company shall have the right to accept such offer until the Trustee has sold the shares held in the Trust. Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the intended transferee.

The term "Market Price" on any date shall mean, with respect to any class or series of outstanding shares of the Company's stock, the Closing Price (as defined below) for such shares on such date. The "Closing Price" on any date shall mean the last sale price for such shares, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such shares, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the NYSE or, if such shares are not listed or admitted to trading on the NYSE, as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such shares are listed or admitted to trading or, if such shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if such shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such shares selected by the Board of Directors or, in the event that no trading price is available for such shares, the fair market value of the shares, as determined in good faith by the Board of Directors.

Every owner of more than 5% (or such lower percentage as required by the Code or the Treasury Regulations promulgated thereunder) of all classes or series of IMH's stock, including shares of Common Stock, within 30 days after the end of each taxable year, is required to give written notice to IMH stating the name and address of such owner, the number of shares of each class and series of stock of IMH beneficially owned and a description of the manner in which such shares are held. Each such owner shall provide to IMH such additional information as IMH may request in order to determine the effect, if any, of such beneficial ownership on IMH's status as a REIT and to ensure compliance with the Ownership Limit.

Subject to certain limitations, the Board of Directors may increase or decrease the Ownership Limit.

These provisions may inhibit market activity and the resulting opportunity for the Company's stockholders to receive a premium for their shares that might otherwise exist if any person were to attempt to assemble a block of shares of the Company's Common Stock in excess of the number of shares permitted under the Charter. Such provisions also may make the Company an unsuitable investment vehicle for any person seeking to obtain ownership of more than 9.5% of the outstanding shares of Common Stock.

In addition, certain provisions of the Maryland General Corporation Law ("MGCL") and of the Company's Charter and Bylaws may also have the effect of delaying, deterring or preventing a change in control of the Company. See "Certain Provisions of Maryland Law and of the Company's Charter and Bylaws."

THE COMPANY

IMH was incorporated in the State of Maryland on August 28, 1995. The Company operates in a manner that permits IMH to elect to be taxed as a REIT for federal income tax purposes. The Company generates income for distribution to its stockholders primarily from the net interest income derived from its investments classified as Qualified REIT Assets and from its Conduit Operations and Warehouse Lending Operations. As a result of its REIT status, IMH is permitted to deduct dividend distributions to stockholders in calculating its taxable income, thereby effectively eliminating the "double taxation" that generally results when a corporation earns income and distributes that income to stockholders in the form of dividends. IMH and any Qualified REIT Subsidiary, including IWLG, generally are not subject to federal income tax to the extent that certain REIT qualifications are met. ICIFC is not consolidated with IMH for accounting purposes because IMH does not own any of ICIFC's voting common stock and IMH does not control ICIFC. All taxable income of ICIFC is subject to federal and state income taxes, where applicable. See "Federal Income Tax Considerations--Other Tax Consequences."

The principal executive offices of the Company are located at 20371 Irvine Avenue, Santa Ana Heights, California 92707, telephone (714) 556-0122.

The Manager, ICAI, oversees the day-to-day operations of the Company, subject to the supervision of the Company's Board of Directors. The Manager is involved in three primary activities: (1) asset-liability management--the analysis and oversight of the acquisition, financing and disposition of Company assets; (2) capital management--primarily the oversight of the Company's structuring, analysis, capital raising and investor relations activities; and (3) operations management--primarily the oversight of IMH's operating subsidiaries. The Manager has employed personnel who have significant experience in mortgage finance and in the purchase and administration of mortgage assets. See "Imperial Credit Advisors, Inc.--Management Agreement."

USE OF PROCEEDS

The net proceeds of this Offering are estimated to be \$39.4 million (or \$45.3 million if the Underwriters' over-allotment option is exercised in full) assuming a public offering price of \$15.75. It is expected that approximately 70% and 20% of such proceeds will be used to provide funding for the Company's Long-Term Investment Operations and its Warehouse Lending Operations, respectively. The balance of such proceeds will be used for working capital and general corporate purposes. Pending these uses, the proceeds may be invested temporarily to the extent consistent with the REIT provisions of the Code.

The Company anticipates that it will fully invest the net proceeds of this Offering in mortgage loans and mortgage-backed securities within 60 days after completion of this Offering. The Company has not specifically identified any mortgage loans and mortgage-backed securities in which to invest the proceeds of this Offering.

PRICE RANGE OF COMMON STOCK

The Company's Common Stock is listed on the AMEX under the symbol IMH. The following table sets forth for the periods indicated the high and low sale prices for the Common Stock as reported by the AMEX.

	HIGH	LOW
	-----	-----
1995		
Fourth Quarter (from November 20, 1995).....	\$13.25	\$12.00
1996		
First Quarter.....	\$15.38	\$12.88
Second Quarter (through May 29, 1996).....	16.25	14.75

On May 29, 1996, the last reported sale price of the Common Stock on the AMEX was \$15.75 per share. As of May 15, 1996, there were approximately 168 holders of record of the Company's Common Stock.

DIVIDEND POLICY AND DISTRIBUTIONS

To maintain its qualification as a REIT, IMH intends to make annual distributions to stockholders of at least 95% of its taxable income (which may not necessarily equal net income as calculated in accordance with GAAP), determined without regard to the deduction for dividends paid and by excluding any net capital gains. The Company declares regular quarterly dividend distributions on or about the twenty-second day of the month following said quarter. Any taxable income remaining after the distribution of the regular quarterly dividends will be distributed annually in a special dividend on or prior to the date of the first regular quarterly dividends payment date of the following taxable year. The dividend policy is subject to revision at the discretion of the Board of Directors. All distributions in excess of those required for IMH to maintain REIT status will be made by the Company at the discretion of the Board of Directors and will depend on the taxable earnings of the Company, the financial condition of the Company and such other factors as the Board of Directors deems relevant. The Board of Directors has not established a minimum distribution level. The Company declared its initial dividend of \$0.08 per share on January 25, 1996 for the Interim Period, a dividend of \$0.39 per share on April 16, 1996 for the quarter ended March 31, 1996, and a dividend of \$0.45 per share on May 29, 1996 for the quarter ended June 30, 1996.

Distributions to stockholders will generally be taxable as ordinary income, although a portion of such distributions may be designated by IMH as capital gain or may constitute a tax-free return of capital. IMH will annually furnish to each of its stockholders a statement setting forth distributions paid during the preceding year and their characterization as ordinary income, capital gains or return of capital. For a discussion of the federal income tax treatment of distributions by IMH, see "Federal Income Tax Considerations."

DIVIDEND REINVESTMENT PLAN

The Company has adopted a dividend reinvestment plan for stockholders who wish to reinvest their dividend distributions in additional shares of Common Stock. Stockholders owning 100 or more shares of Common Stock are eligible to participate in the DRP. Pursuant to the DRP, dividends paid with respect to shares of the Company's Common Stock owned by participants in the DRP will be automatically invested in additional shares of Common Stock on the dividend payment date or not later than 15 days thereafter at the DRP Purchase Price, which is 97% of the then current market price of the Common Stock. Boston EquiServe, L.P., the Company's transfer agent, acts as the trustee and administrator of the DRP (the "Agent"). All dividends and cash distributions paid with respect to the Common Stock owned by participants in the DRP will be paid directly to the Agent. Dividends not immediately reinvested on the payment date will be held in a non-interest bearing account pending the investment in the Common Stock not later than 15 days thereafter. If the dividend paid to any stockholder is not sufficient to purchase a whole number of shares of Common Stock, such stockholder will be credited with fractional shares, computed to four decimal places. DRP participants will generally be treated as having received a taxable cash distribution or a taxable stock distribution, depending on whether the Common Stock purchased with the reinvested dividends is purchased in the open market or directly from the Company, respectively. See "Federal Income Tax Considerations--Taxation of Taxable U.S. Stockholders Generally."

Shares of Common Stock will be acquired by the Agent in transactions on the open market or purchased directly from the Company at the option of the Company. All brokerage commissions and fees, if any, will be paid by participants in the DRP from the amount of the dividend or distribution. No brokerage commissions or discounts or fees will be paid to the Company with respect to the purchase of Common Stock directly from the Company. To the extent shares of Common Stock are not available for purchase, the Agent will distribute the cash to participants in the DRP.

Stockholders are not automatically enrolled in the DRP. Each stockholder desiring to participate must complete and deliver to the Agent an enrollment form, which will be sent to each eligible stockholder following this Offering and the registration under the Securities Act of the shares to be offered by the Company pursuant to the DRP. Participation in the DRP will commence with all dividends and distributions payable after receipt of a participant's authorization, provided that the authorization must be received by the Agent prior to the record

date for any dividends in order for any stockholder to be eligible for reinvestment of such dividends. A participant may terminate participation in the DRP at any time upon delivery of a written notice to that effect to the Agent, provided that the termination notice must be received by the Agent at least two business days prior to the record date for any dividends in order for the termination to be effective with respect to such dividends. Upon termination, the Agent will send to the participant certificates evidencing the whole shares in the participant's account and a check for any fractional shares based on the current market value of the Common Stock on the date of termination.

Participants will be sent detailed statements showing the amount of dividend or distribution received, the number and price of shares of the Common Stock purchased for their accounts and the total number of shares held by the Agent for their accounts. Tax information for each calendar year of the DRP will be sent to participants by the Agent.

The DRP may be amended by the Board of Directors provided that notice of such amendment is sent to participants not later than 10 days prior to the effective date thereof. Any such amendment will be effective only with respect to dividends or distributions paid subsequent to the delivery of such notice. The Board of Directors may terminate the DRP for any reason by delivering notice thereof to all participants.

The shares issuable by the Company pursuant to the DRP are not being registered by means of the Registration Statement of which this Prospectus forms a part. To the extent such shares are issued by the Company, such shares will be registered under the Securities Act by means of a separate registration statement.

CAPITALIZATION

The following table sets forth the capitalization of the Company at March 31, 1996 and as adjusted to give effect to the issuance of 2,500,000 shares of Common Stock offered hereby at an assumed public offering price of \$15.75 per share and the application of the estimated net proceeds therefrom as described under "Use of Proceeds."

	MARCH 31, 1996	

	AS	
	ACTUAL	ADJUSTED (1)(2)

	(IN THOUSANDS)	
Reverse repurchase agreements.....	\$528,746	\$528,746
Stockholders' equity:		
Preferred Stock, \$.01 par value		
10,000,000 shares authorized; no shares issued and		
outstanding actual, and as adjusted.....	--	--
Common Stock, \$.01 par value		
50,000,000 shares authorized; 4,250,000 shares		
issued and outstanding actual, 6,750,000 shares as		
adjusted.....	43	68
Additional paid-in capital.....	44,971	81,405
Investment securities valuation allowance.....	(67)	(67)
Retained earnings.....	1,669	1,669
	-----	-----
Total stockholders' equity.....	46,616	83,075
	-----	-----
Total capitalization.....	\$575,362	\$611,821
	=====	=====

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- (1) After deducting estimated underwriting discounts and commissions and estimated offering expenses of \$750,000 payable by the Company, and assuming no exercise of the Underwriters' over-allotment option to purchase up to an additional 375,000 shares of Common Stock.
- (2) Does not include 400,000 shares reserved for issuance pursuant to the Company's Stock Option Plan, of which options to acquire 250,000 shares are outstanding at a per share exercise price of \$11.25 and options to acquire 45,000 shares are outstanding at a per share exercise price of \$13.00. The Company intends to increase the number of shares reserved for issuance under its Stock Option Plan by 400,000 shares, subject to stockholder approval at its annual stockholders' meeting to be held in July 1996. See "Imperial Credit Mortgage Holdings, Inc.--Stock Options."

SELECTED FINANCIAL DATA

The following selected consolidated statement of operations data for each of the years in the three-year period ended December 31, 1995 and the consolidated balance sheet data as of December 31, 1995 and 1994 were derived from the Company's and ICIFC's financial statements audited by KPMG Peat Marwick LLP ("KPMG"), independent auditors, whose reports with respect thereto appear elsewhere herein. The selected consolidated statement of operations data for the year ended December 31, 1992 and the selected consolidated balance sheet data as of December 31, 1993 were derived from the combined financial statements of the Company and ICIFC, audited by KPMG. The selected consolidated balance sheet data as of December 31, 1992 was derived from the unaudited financial statements of the Company and ICIFC. Such selected financial data should be read in conjunction with those financial statements and the notes thereto and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" also included elsewhere herein. The following selected financial data for the three month periods ended March 31, 1996 and 1995 were derived from the unaudited financial statements of the Company and ICIFC and include adjustments, consisting only of normal recurring adjustments, which management considers necessary for a fair presentation of such financial information for those periods. Results for the three months ended March 31, 1996 are not necessarily indicative of results for the year ending December 31, 1996.

As discussed further in the notes to the Company's financial statements, Pre-Contribution Transaction (as defined below), the Company's financial statements were prepared based upon the historical operations of IWLK, as a division of SPTL, and include the Company's equity interest in ICIFC, as a division of ICII. Since IWLK's operations began late in December of 1991, the selected financial data begins with 1992. ICIFC selected financial data also begins with 1992. Prior to 1992, operations of ICIFC were not maintained separate from the operations of ICII. Since the Company believes the operations of ICIFC prior to 1992 are not material, 1990 and 1991 statement of operations and balance sheet data are not presented. Mortgage loan origination volume of ICIFC for the year ended December 31, 1991 was approximately \$178 million, and ICIFC 's servicing portfolio totaled \$528 million at December 31, 1991.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.
(IN THOUSANDS)

	THREE MONTHS		YEAR ENDED DECEMBER 31,			
	ENDED MARCH 31,		1995	1994	1993	1992
	1996	1995	1995	1994	1993	1992
STATEMENT OF OPERATIONS DATA:						
Revenues:						
Interest income.....	\$ 13,010	\$ 86	\$2,851	\$292	\$ 767	\$ 685
Equity in net income of ICI						
Funding Corporation.....	542	404	1,489	532	4,192	1,254
Fee income.....	172	30	244	83	320	205
	13,724	520	4,584	907	5,279	2,144
Expenses:						
Interest on borrowings from						
reverse-repurchase agreements..	9,009	--	1,116	--	--	--
Interest on borrowings from						
SPTL.....	--	48	599	127	334	377
Provision for loan losses.....	2,415	104	488	95	--	--
Advisory fee.....	426	--	38	--	--	--
General and administrative						
expense.....	180	32	209	225	197	103
	12,030	184	2,450	447	531	480
Income before income taxes.....	1,694	336	2,134	460	4,748	1,664
Income (taxes) benefit.....	--	28	(76)	30	(234)	(172)
Net income.....	\$ 1,694	\$ 364	\$2,058	\$490	\$4,514	\$1,492

	AT MARCH 31,	AT DECEMBER 31,			
	1996	1995	1994	1993	1992
BALANCE SHEET DATA:					
Total assets.....	\$582,180	\$613,688	\$9,365	\$13,591	\$10,287
Mortgage loans held for investment.....	311,461	--	--	--	--
Finance receivables, net.....	196,066	582,921	3,024	8,135	9,022
Investment in ICI Funding Corporation.....	9,536	866	6,335	5,446	1,254
Borrowings from SPTL.....	--	--	2,511	7,585	8,785
Borrowings on reverse-repurchase agreements.....	528,746	567,727	--	--	--
Total stockholders' equity.....	46,616	45,236	6,853	6,006	1,492

ICI FUNDING CORPORATION
(IN THOUSANDS, EXCEPT OPERATING DATA)

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,			
	1996	1995	1995	1994	1993	1992
	-----	-----	-----	-----	-----	-----
INCOME STATEMENT DATA:						
Revenues:						
Interest income.....	\$11,119	\$ --	\$ 1,249	\$ --	\$ --	\$ --
Gain on sale of loans.....	2,613	730	4,135	2,291	5,859	1,155
Loan servicing income.....	32	1,333	5,159	4,043	1,377	1,131
Gain on sale of servicing rights.....	--	369	370	4,188	5,332	2,135
	-----	-----	-----	-----	-----	-----
	13,764	2,432	10,913	10,522	12,568	4,421
	-----	-----	-----	-----	-----	-----
Expenses:						
Interest on borrowings.....	11,219	149	1,785	538	127	--
General and administrative expense.....	1,200	1,132	3,663	6,333	4,507	1,988
Provision for loan losses..	400	--	--	655	175	249
Amortization of mortgage servicing rights.....	14	448	2,892	2,070	459	--
	-----	-----	-----	-----	-----	-----
	12,833	1,729	8,340	9,596	5,268	2,237
	-----	-----	-----	-----	-----	-----
Income before income taxes..	931	703	2,573	926	7,300	2,184
Income taxes.....	(383)	(295)	(1,069)	(389)	(3,066)	(917)
	-----	-----	-----	-----	-----	-----
Net income.....	\$ 548	\$ 408	\$ 1,504	\$ 537	\$ 4,234	\$ 1,267
	=====	=====	=====	=====	=====	=====
OPERATING DATA (IN MILLIONS):						
Mortgage loan acquisitions (volume)(1).....	\$ 281	\$ 117	\$ 1,117	\$ 1,709	\$ 2,149	\$ 929
Servicing portfolio.....	652	1,947	512	1,868	950	623

	AT MARCH 31,		AT DECEMBER 31,			
	1996	1995	1995	1994	1993	1992
	-----	-----	-----	-----	-----	-----
BALANCE SHEET DATA:						
Total assets.....	\$188,106	\$552,631	\$12,097	\$10,158	\$ 137	
Mortgage loans held for sale....	179,631	544,273	--	--	--	
Mortgage servicing rights.....	2,657	--	11,453	9,551	--	
Borrowings (receivable) from ICII.....	--	--	5,698	4,657	(1,129)	
Borrowings from IWLG.....	173,408	550,291	--	--	--	
Total shareholders' equity.....	9,632	875	6,399	5,501	1,267	

(1)Represents principal amounts of mortgage loans purchased, excluding premiums and discounts.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Prospectus contains forward-looking statements that inherently involve risks and uncertainties. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth in the following section and elsewhere in this Prospectus. The following discussion should be read in conjunction with the Financial Statements and Notes thereto appearing elsewhere in this Prospectus.

GENERAL

IMH's principal sources of net income are (1) net income from its Long-Term Investment Operations, (2) dividends from the Conduit Operations, which are fully subject to federal and state income taxes, and (3) net income from IWLG, the Warehouse Lending Operations. The principal source of income from its Long-Term Investment Operations is net interest income, which is the net spread between interest earned on mortgage loans and securities held for investment and the interest costs associated with the borrowings used to finance such loans and securities. The principal sources of income from ICIFC are gains recognized on the sale of mortgage loans and securities, net interest income earned on loans purchased by ICIFC pending their securitization or resale, servicing fees, commitment fees and processing fee income. The principal sources of income from IWLG are the net spread between interest earned on short-term lines of credit (warehouse loans) and the interest costs associated with the borrowings used to finance such loans and the fee income received from the borrowers in connection with such loans.

THE CONTRIBUTION TRANSACTION

On November 20, 1995, ICII contributed to ICIFC certain of the operating assets and certain customer lists of ICII's mortgage conduit operations, including all of ICII's mortgage conduit operations' commitments to purchase mortgage loans subject to rate locks from correspondents (having a principal balance of \$44.3 million on November 20, 1995), in exchange for shares representing 100% of the common stock and 100% of the non-voting preferred stock of ICIFC. Simultaneously, on November 20, 1995, in exchange for 500,000 shares of Common Stock, (i) ICII contributed to IMH all of the outstanding non-voting preferred stock of ICIFC, which represents 99% of the economic interest in ICIFC, (ii) SPTL contributed to IMH certain of the operating assets and certain customer lists of SPTL's warehouse lending division, and (iii) ICII and SPTL executed a Non-Compete Agreement and a Right of First Refusal Agreement, each having a term of two years from November 20, 1995. Of the 500,000 shares of Common Stock issued by IMH pursuant to the Contribution Transaction, 450,000 shares were issued to ICII and 50,000 shares were issued to SPTL. All of the outstanding shares of common stock of ICIFC were retained by ICII. Lastly, IMH contributed to IWLG all of the aforementioned operating assets of SPTL's warehouse lending operations contributed to it in exchange for shares representing 100% of the common stock of IWLG thereby forming it as a wholly owned subsidiary. On November 20, 1995, the net tangible book value of the assets contributed pursuant to the Contribution Transaction was \$525,000. ICII and SPTL retained all other assets and liabilities related to contributed operations, which at November 20, 1995 consisted mostly of \$11.7 million of MSRs, \$22.4 million of finance receivables and \$26.6 million in advances made by ICII and SPTL to fund mortgage conduit loan acquisitions and to fund finance receivables, respectively.

References to the Pre-Contribution Transaction period refer to the periods prior to November 20, 1995. References to the Post-Contribution Transaction period refer to periods after November 20, 1995. References to financial information of IMH reflect the financial operations of IMH and its subsidiary IWLG and IMH's equity interest in ICIFC Post-Contribution Transaction and the pro forma financial data of IMH's equity interest in SPTL's warehouse lending operations and ICII's mortgage conduit operations Pre-Contribution Transaction. References to financial information of ICIFC reflect the financial data of ICIFC Post-Contribution Transaction and the pro forma financial information of ICII's mortgage conduit operation Pre-Contribution Transaction.

As discussed further in the Notes to ICIFC's financial statements, the results of operations of ICIFC, of which 99% of the economic interest is owned by IMH, are included in the results of operations for IMH as "Equity in net income of ICI Funding Corporation." For Pre-Contribution Transaction, the financial statements included elsewhere herein reflect management's estimate of the level of previous capital and the amounts of interest charges and general and administrative expense and taxes that ICII's mortgage conduit operations would have incurred had it operated as an entity separate from ICII.

HISTORICAL TRENDS

ICIFC's mortgage loan acquisitions decreased from \$1.7 billion in 1994 to \$1.1 billion in 1995, which included \$508.6 million in mortgage loans acquired from ICII and its affiliates Post-Contribution Transaction. Management attributes this decrease in mortgage loan acquisitions to the overall decrease in mortgage loan originations throughout the mortgage industry as a result of increased interest rates during 1995. In addition, the decrease in mortgage loan acquisitions resulted from ICIFC's refocus from the conforming to the non-conforming mortgage loan market and increased competition in such non-conforming market. ICIFC was also adversely affected by the increase in interest rates during 1994, resulting in a 20% decline in mortgage acquisitions in 1994 to \$1.7 billion from \$2.1 billion originated in 1993. The aforementioned decline in mortgage acquisitions resulted in higher operating costs as a percentage of acquisitions, despite ICIFC's efforts to reduce excess production capacity through 1994 and 1995.

In an effort to increase profitability, ICIFC reduced operating expenses in 1994 and 1995, primarily through a reduction in personnel. At March 31, 1996, ICIFC employed 60 employees, an increase of 43% from 42 employees at March 31, 1995. At December 31, 1995, ICIFC had 60 employees, a 13% decrease from 71 employees at December 31, 1994. At December 31, 1994, the conduit operations of ICII employed 71 employees, a 57% decrease from 167 employees at December 31, 1993. ICIFC continues to assess its work force in order to properly match its loan acquisition capacity to current market demands. In 1995, ICIFC also emphasized the acquisition of higher margin non-conforming mortgage loan products which provided a higher return than conforming mortgage loans.

During the three months ended March 31, 1996, ICIFC's mortgage loan acquisitions increased 139% to \$280.7 million as compared to \$116.2 million for the same period in 1995. Excluding the acquisition of mortgage loans from ICII or its affiliated mortgage banking operations, ICIFC's mortgage loan acquisitions declined 1% to \$114.4 million in the first three months of 1996 as compared to \$116.2 million for the same period in 1995. The increase in mortgage loan acquisitions for the three months ended March 31, 1996 as compared to the same period the previous year was primarily the result of the Company's increased marketing and sales effort subsequent to the Initial Public Offering and its acquisitions from ICII and the mortgage banking operations affiliated with ICII. As ICII divests itself of its affiliated mortgage banking operations, to the extent permitted by the Non-Compete Agreement, ICIFC expects to continue to acquire loans from these newly-formed mortgage banking entities. In conjunction with the increase in loan acquisitions and ICIFC's divestiture from ICII, the Company has added additional personnel to handle functions previously performed by ICII.

ACCOUNTING FOR SERVICING RIGHTS

When ICIFC purchases loans that include the associated servicing rights, the allocated price paid for the servicing rights, net of amortization based on assumed prepayment rates, is reflected on its financial statements as MSRs.

On May 12, 1995, the Financial Accounting Standards Board issued SFAS No. 122, "Accounting for Mortgage Servicing Rights," an amendment to SFAS No. 65. ICIFC elected to adopt this standard retroactive to January 1, 1995. SFAS No. 122 prohibits retroactive application to years prior to 1995.

SFAS No. 122 requires that a portion of the cost of acquiring a mortgage loan be allocated to the mortgage loan servicing rights based on its fair value relative to the loan as a whole. To determine the fair value of the

servicing rights created, ICIFC uses a valuation model that calculates the present value of future net servicing revenues to determine the fair value of the servicing rights. In using this valuation method, ICIFC incorporates assumptions that it believes market participants would use in estimating future net servicing income which include estimates of the cost of servicing, an inflation rate, ancillary income per loan, a prepayment rate, a default rate and a market discount rate.

ICIFC determines servicing value impairment by disaggregating its mortgage conduit operations' servicing portfolio into its predominant risk characteristics. ICIFC determines those risk characteristics to be loan program type and interest rate. These segments of the portfolio are then evaluated, using market prices under comparable servicing sale contracts, when available, or alternatively using the same model as was used to originally determine the fair value at acquisition, using current assumptions at the end of the quarter. The calculated value is then compared to the capitalized recorded value of each loan type and interest rate segment to determine if a valuation allowance is required. At March 31, 1996, ICIFC had capitalized \$2.7 million of MSRs.

MSRs are subject to some degree of volatility in the event of unanticipated prepayments or defaults. Prepayments in excess of those anticipated at the time MSRs are recorded could result in a decline in the fair value of the MSRs below their carrying value requiring a provision to increase the MSRs' valuation allowance. The rate of prepayment of loans is affected by a variety of economic and other factors, including prevailing interest rates and the availability of alternative financing. The effect of those factors on loan prepayment rates may vary depending on the particular type of loan. Estimates of prepayment rates are made based on management's expectations of future prepayment rates, which are based, in part, on the historical rate of prepayment of ICIFC's loans, and other considerations. There can be no assurance of the accuracy of management's prepayments estimates. If actual prepayments with respect to loans serviced occur more quickly than were projected at the time such loans were sold, the carrying value of the MSRs may have to be reduced through a provision recorded to increase the MSR's valuation allowance in the period the fair value declined below the MSRs' carrying value. If actual prepayments with respect to loans occur more slowly than estimated, the carrying value of MSRs would not increase, although total income would exceed previously estimated amounts and the related valuation allowances, if any, could be unnecessary.

COMMITMENTS AND CONTINGENCIES

As part of its marketing strategy, ICIFC establishes mortgage loan purchase commitments ("Master Commitments") with sellers that, subject to certain conditions, entitle the seller to sell to ICIFC and obligate ICIFC to purchase a specified dollar amount of non-conforming mortgage loans over a period generally ranging from six months to one year. As of March 31, 1996 and December 31, 1995, ICIFC had outstanding short-term Master Commitments with 28 and 18 sellers, respectively, to purchase mortgage loans in the aggregate principal amount of \$595.0 million and \$241.0 million, respectively, over periods ranging from six months to one year, of which \$93.1 and \$35.7 million, respectively, had been purchased or committed to be purchased pursuant to rate-locks (as defined below). As of March 31, 1996 and December 31, 1995, \$220.0 million and none, respectively, of such outstanding short-term Master Commitments were outstanding with affiliates. While none of ICIFC's Master Commitment agreements as of November 20, 1995 were transferred to ICIFC pursuant to the Contribution Transaction, ICIFC entered into similar Master Commitments with its sellers subsequent to the Contribution Transaction.

Sellers that enter into Master Commitments with ICIFC sell mortgage loans to ICIFC by executing individual, bulk or other rate-locks (each, a "rate-lock"). Each rate-lock, in conjunction with the related Master Commitment, specifies the terms of the related sale, including the quantity and price of the mortgage loans or the formula by which the price is determined, the rate-lock type and the delivery requirements. The up-front fee paid by a seller to ICIFC to obtain a Master Commitment on a mandatory delivery basis is often refunded pro rata as the seller delivers loans pursuant to rate-locks.

RESULTS OF OPERATIONS; IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

THREE MONTHS ENDED MARCH 31, 1996 COMPARED TO THREE MONTHS ENDED MARCH 31, 1995

Net income for the three months ended March 31, 1996 increased to \$1.7 million as compared to \$364,000 for the same period in 1995. Net income per share for the three months ended March 31, 1996 was \$0.39.

Revenues for the three months ended March 31, 1996 increased to \$13.7 million as compared to \$520,000 for the same period in 1995, primarily as a result of IWLG's increase in interest income from its finance receivables and, to a lesser extent, IMH's investment securities available for sale and cash and cash equivalents. Total finance receivables increased to \$196.1 million at March 31, 1996 as compared to \$6.1 million at March 31, 1995 as a result of IWLG providing warehouse facilities to ICIFC subsequent to the Initial Public Offering. At March 31, 1996, ICIFC accounted for 88% of IWLG's total gross finance receivables outstanding. In addition, IMH invested a portion of the net proceeds of the Initial Public Offering in investment securities available for sale held by the Long-Term Investment Operations which did not exist prior to the Initial Public Offering. At March 31, 1996, IMH had total investment securities available for sale and cash and cash equivalents of \$50.3 million as compared to none at March 31, 1995.

Expenses for the three months ended March 31, 1996 increased to \$12.0 million as compared to \$184,000 for the same period in 1995 primarily as a result of (1) an increase in borrowings associated with the financing of IWLG's finance receivables, (2) an increase in the provision for loan losses and (3) the payment of fees associated with the Management Agreement. Interest expense from reverse-repurchase borrowings or borrowing from SPTL increased to \$9.0 million for the three months ended March 31, 1996 as compared to \$48,000 for the same period in 1995. The increase in interest expense was the result of increased borrowings to finance the growth in IMH's earning assets as discussed above. The provision for loan losses increased to \$2.4 million for the three months ended March 31, 1996 as compared to \$104,000 for the same period in 1995 as a result of establishing an allowance for credit losses related to the \$313.8 million of mortgage loans held for investment at March 31, 1996, a portion of which underlies a CMO offering which closed in April 1996. The provision in 1995 was the result of a write-off of a customer's outstanding balance on a finance receivable. While IMH believes that it has adequately provided for any future credit losses, the Company may have to add to its loan loss allowance based upon actual loan loss experience or an increase in the Company's mortgage loans held for investment. Management fees under the Management Agreement were \$426,000 for the three months ended March 31, 1996 compared to no such fees during 1995.

Finance receivables decreased to \$196.1 million at March 31, 1996 from \$582.9 million at December 31, 1995 due to the sale of \$314.9 million of mortgage loans held for sale at ICIFC to IMH, where such loans were held for investment. This transaction reduced ICIFC's borrowings from IWLG.

YEAR ENDED DECEMBER 31, 1995 COMPARED TO YEAR ENDED DECEMBER 31, 1994

Net income, including the equity interest in the net income of ICIFC, increased 320% to \$2.1 million in 1995 from \$490,000 in 1994. The increase in net income was primarily the result of the increase in the equity interest in the net income of ICIFC, the increase in IWLG's finance receivables outstanding during 1995, and to a lesser extent, the purchase of an investment portfolio, Post-Contribution Transaction. Excluding the equity interest in the net income of ICIFC, net income in 1995 was \$569,000 as compared to a loss of \$42,000 in 1994. Net income per share for 1995 Post-Contribution Transaction was \$0.07.

Revenues in 1995 increased 405% to \$4.6 million as compared to \$907,000 in 1994. Of the \$4.6 million in 1995 revenue, \$1.6 million was attributable to the Post-Contribution Transaction entity. Such revenues primarily consisted of interest income earned on the finance receivables, investments available for sale, equipment lease payments, processing fee income and the equity interest in ICIFC. The increase in revenues was primarily due to three factors: (1) increased interest income earned on investments available for sale and a higher outstanding balance of IWLG's finance receivables, (2) increased profitability in the Conduit Operations as a result of cost savings and a focus on higher margin mortgage products and (3) increased fee income as a result of an increased number of transactions with IWLG's warehouse borrowers.

Total interest income increased 874% to \$2.9 million in 1995 as compared to \$293,000 in 1994. Interest income is primarily composed of interest earned on IMH's investments and IWLG's outstanding finance receivables. The increase in interest income was the result of the Company acquiring an investment portfolio, Post-Contribution Transaction, and a substantial increase in the average outstanding balance of IWLG's finance receivables. As a result of the Initial Public Offering, the Company raised a net of \$44.5 million of capital to fund the Long-Term Investment Operations and to capitalize or fund the Warehouse Lending Operations and Conduit Operations.

With the capital raised in the Initial Public Offering, the Company acquired four mortgage-backed securities at a recorded value of \$17.4 million with a weighted average yield of 11.2% at December 31, 1995. The mortgage-backed securities ratings from one or more rating agencies range from investment grade ("BBB") to non-investment grade ("B") quality. The mortgage loans underlying the mortgage-backed securities are adjustable rate loans indexed either to LIBOR or to the 11th District Cost of Funds. The Company also acquired from Imperial Business Credit, Inc., a subsidiary of ICII, a subordinated interest in an equipment-lease receivable securitization with a carrying value of \$8.4 million at December 31, 1995. See "Certain Transactions."

IWLG's average outstanding finance receivables increased 866% to \$30.0 million for 1995 as compared to \$3.1 million for 1994, which led to a corresponding increase of 874% in interest income to \$2.9 million in 1995 as compared to \$293,000 in 1994. IWLG's total finance receivable balances outstanding at December 31, 1995 were \$582.9 million, of which \$550.3 million represented balances outstanding from ICIFC. The increase in ICIFC's balances were primarily the result of several bulk purchases from ICII and SPTL, in the amount of \$176.6 million and \$332.0 million, respectively, of mortgage loans. Pre-Contribution Transaction, ICIFC's mortgage loans held for sale and the related income were retained on the books of ICII. Post-Contribution Transaction, IWLG executed an agreement with ICIFC to provide warehouse lines to fund the Conduit Operations. Lastly, equity in net income of ICI Funding Corporation increased 180% to \$1.5 million in 1995 as compared to \$532,000 in 1994. The increase was due to factors as set forth in "--Results of Operations; ICI Funding Corporation--Year Ended December 31, 1995 Compared to Year Ended December 31, 1994."

Expenses increased to \$2.4 million in 1995 as compared to \$447,000 in 1994. The increase in expenses was primarily the result of increased interest on borrowings Post-Contribution Transaction and a provision for finance receivables charged to operations Pre-Contribution Transaction in 1995. The increased interest on borrowings was the result of an increase in borrowings associated with the funding of IWLG's finance receivables and IMH's investment portfolio. As discussed previously, IWLG's average outstanding finance receivables increased primarily as a result of borrowings by ICIFC in December 1995. Although interest expense increased 1,255% to \$1.7 million in 1995 from \$127,000 in 1994, the increase was mainly Post-Contribution Transaction. The increase in provision for finance receivables was primarily the result of management's decision in 1995 to write off the outstanding balance of a delinquent warehouse line. Approximately \$388,000 of the charge-offs represents the net outstanding balance on that committed line. As part of the Contribution Transaction, these assets were retained, net of the allowance, by SPTL. The remaining provision represents a Post-Contribution Transaction general provision for loan losses. Expenses, other than interest on borrowings and provision for finance receivable increased 9.8% to \$247,000 in 1995 as compared to \$225,000 in 1994. Personnel expenses decreased 36.7% to \$91,000 in 1995 as compared to \$143,000 in 1994. Personnel expenses declined in 1995 primarily as a result of staffing reductions made in late 1994 in the Warehouse Lending Operations. The advisory fee, which became effective on November 20, 1995, was \$38,000 in 1995. There was no advisory fee in 1994. See "Certain Transactions; Management and Sub-Servicing Agreements."

YEAR ENDED DECEMBER 31, 1994 COMPARED TO YEAR ENDED DECEMBER 31, 1993

Net income in 1994 totaled \$490,000, compared to \$4.5 million in 1993. The year-to-year decrease resulted primarily from a decrease in the equity interest in the net income of ICIFC.

Revenues, excluding the equity interest in the net income of ICI Funding Corporation, for the year ended December 31, 1994 decreased 66% to \$375,000 as compared to \$1.1 million for 1993. The Company's equity

interest in the net income of ICI Funding Corporation for the year ended December 31, 1994 decreased to \$532,000 from \$4.2 million in 1993 due to those factors set forth below in "--Results of Operations--ICI Funding Corporation--Year Ended December 31, 1994 Compared to Year Ended December 31, 1993." The decrease in such revenues was the result of an industry-wide decline in mortgage loan originations, a reduced number of transactions, and a reduction in average outstanding balances and the number of committed lines of credit outstanding.

Expenses for the year ended December 31, 1994 decreased 16% to \$447,000 as compared to \$531,000 for 1993. Total expenses for 1994 include a \$95,000 provision for loan losses related to a warehouse lending agreement which had been canceled, as discussed above. Personnel expenses increased 30% to \$143,000 for the year ended December 31, 1994 as compared to \$110,000 for 1993. The increase in personnel expenses was the result of additional personnel hired to process the growth in finance receivable transactions in 1993. Staffing reductions were made late in 1994 and were not fully reflected in 1994 personnel expense levels.

RESULTS OF OPERATIONS; ICI FUNDING CORPORATION

THREE MONTHS ENDED MARCH 31, 1996 COMPARED TO THREE MONTHS ENDED MARCH 31, 1995

Net income for ICIFC for the three months ended March 31, 1996 increased 34% to \$548,000 from \$408,000 for the same period in 1995.

Revenues for the three months ended March 31, 1996 increased to \$13.8 million as compared to \$2.4 million for the same period in 1995, as a result of an increase in interest income from ICIFC's mortgage loans held for sale, and to a lesser extent, an increase in gain on sale of loans, offset by a reduction in loan servicing income. The increase in interest income for the three months ended March 31, 1996 was the result of ICIFC retaining more mortgage loans held for sale during the period. During the three months ended March 31, 1995, which was prior to the Contribution Transaction, all of ICIFC's mortgage loans held for sale were retained on the books of ICII and all income derived from these loans were retained by ICII.

Gain on sale of loans increased to \$2.6 million for the three months ended March 31, 1996 as compared to \$730,000 for the same period in 1995 as the result of a \$175.8 million fixed rate non-conforming principal balance of mortgage loan securitization and a \$65.7 million whole loan sale for which proceeds received were \$67.5 million during the three months ended March 31, 1996. During the three months ended March 31, 1995, gain on sale of conforming mortgage loans generated less income per loan than ICIFC earned on the sale of its non-conforming loans during the first quarter of 1996. Loan servicing income decreased to \$32,000 for the three months ended March 31, 1996 as compared to \$1.3 million for the same period in 1995 as a result of ICII retaining all mortgage servicing rights as part of the Contribution Transaction. Servicing income for the three months ended March 31, 1996 relates to loan servicing rights generated only during the period subsequent to November 20, 1995.

Expenses for the three months ended March 31, 1996 increased to \$12.8 million as compared to \$1.7 million for the same period in 1995 primarily as a result of an increase in borrowings associated with the financing of ICIFC's mortgage loans held for sale and, to a lesser extent, increases in the provision for loan losses and in personnel expenses, offset by an overall reduction in general and administrative expenses. As noted above, prior to the Contribution Transaction, ICIFC had no mortgage loans held for sale. Subsequent to the Contribution Transaction, ICIFC entered into a warehouse arrangement with IWLG to provide mortgage loan financing during the ICIFC process of accumulating loans for sale and securitization. As a result of this facility, ICIFC incurred \$11.2 million in interest expense to finance its mortgage loan acquisitions during the three months ended March 31, 1996. The increase in the provision for loan losses to \$400,000 for the three months ended March 31, 1996, compared with no such provision in 1995, was the result of establishing an allowance for estimated losses related to the potential repurchase of previously sold loans due to breaches of standard representations and warranties. Personnel expenses increased 61% to \$835,000 for the three months ended March 31, 1996 as compared to \$518,000 for the same period in 1995 primarily as a result of ICIFC entering into employment agreements with senior management that became effective on November 20, 1995. Prior to the Contribution Transaction, ICIFC was allocated an apportionment of these individual salaries by ICII. However, ICII retained a substantial portion of the costs associated with the senior management of the Company prior to the Contribution Transaction.

YEAR ENDED DECEMBER 31, 1995 COMPARED TO YEAR ENDED DECEMBER 31, 1994

Net income for the year ended December 31, 1995 increased 180% to \$1.5 million as compared to \$537,000 for the same period in 1994. The increase is primarily due to increased profitability on the sale of mortgage loans and reduced personnel and operating expenses. Overall, profitability was lower in 1994 as a result of lower profits on the sale of servicing-retained fixed rate loans and a decrease in the principal amount of mortgage loans sold servicing-released. Gain on sale of loans consists primarily of gains recorded upon the sale of mortgage loans, net of associated expenses, and to a lesser extent, fees received for commitments to fund mortgage loans. Prior to the Contribution Transaction, financial information presented herein does not reflect the net interest income from the mortgage loans held for sale during accumulation and subsequent sale or securitization as this income was retained by ICII, which provided the funding for such loans. Post-Contribution Transaction for 1995, ICIFC earned interest income on mortgage loans held for sale.

Revenues in 1995 increased 3.7% to \$10.9 million as compared to \$10.5 million in 1994. While total revenues did not materially change from year to year, mortgage loan acquisitions declined 35% to \$1.1 billion in 1995 as compared to \$1.7 billion in 1994. Total revenues remained consistent in 1995 as compared to 1994 due to increased profitability on the sale of loans, interest earned on the loans while being held for sale or securitization and loan servicing income, partially offset by a reduction in the amount of servicing sold and the related gain on the sale of servicing rights.

Gain on sale of loans increased 80% to \$4.1 million in 1995 as compared to \$2.3 million in 1994. The increased profitability on the sale of loans for the year ended December 31, 1995 was due to several factors. As interest rates stabilized, the calculated values of ICIFC's acquired servicing rights increased, resulting in an increased amount of servicing value capitalized, with a corresponding increase in the profitability of loan sales. Additionally, the overall interest rate environment in 1995 was less volatile than in 1994, which did not expose ICIFC to the same degree of losses as the operations experienced in 1994.

ICIFC sold a larger percentage of its acquired loans into mortgage-backed securities in 1995 as compared to 1994. During 1995, ICIFC, Pre-Contribution Transaction, sold its LIBOR-based adjustable and fixed rate mortgage loans into REMIC securities that generated gains in excess of what could have been earned on whole loan sales. There were no such securitization gains in 1994. The securitization and sale of ICIFC's LIBOR-based adjustable and fixed rate loans in 1995 resulted in the creation of excess servicing assets that were purchased, at fair value concurrent with the sale, from ICIFC by ICII, thereby reducing intercompany borrowings from ICII and any tax-related timing differences. The securitization gains resulted in part from the allocation of amounts calculated using the present value of the expected future revenue using prepayment assumptions, and estimated losses at a market discount rate. The securitization gains created tax liabilities at the time of sale based on taxable income (the tax liability is not necessarily equal to the reported gain) equal to the present value gains calculated as discussed above. This securitization method requires cash to finance the related tax liability since the income is received over the life of the loans and the tax is paid in the current year. ICIFC generated no gain on sale of loans accrued during the Post-Contribution Transaction period through December 31, 1995.

Loan servicing income in 1995 increased 28% to \$5.2 million as compared to \$4.0 million in 1994, primarily due to an increase in the average balance of mortgage loans serviced during 1995, as compared to 1994. However, as part of the Contribution Transaction, ICII retained all the assets of ICIFC except for certain assets as described in the Contribution Agreement. ICII retained all the MSR's; therefore, future loan servicing income will be substantially less than in past periods until ICIFC builds its own loan servicing portfolio. ICIFC generated no servicing income during the Post-Contribution Transaction period through December 31, 1995.

Gain on sale of servicing rights decreased 91% to \$370,000 in 1995 as compared to \$4.2 million in 1994. The total principal balance of loans underlying servicing sold was \$76.3 million for 1995 as compared to \$619.8 million for 1994. The decrease in profitability on the sale of servicing rights was primarily the result of a higher percentage of the mortgage loans serviced having capitalized MSR's for 1995 as compared to 1994. Historically, the Company's incentive to sell mortgage servicing rights has been based on cash flow and income purposes.

Gain on the sale of servicing rights consists of the total sales price of the bulk sale of servicing rights, net of related MSR's. The decision to buy or sell servicing rights is based upon management's assessment of the market for servicing rights and ICIFC's current and future cash flow and income objectives. ICIFC generated no gain on sale of servicing rights for the Post-Contribution Transaction through December 31, 1995.

Total expenses decreased 13% in 1995 to \$8.3 million as compared to \$9.6 million in 1994. This decrease was primarily due to a decrease in personnel and operational expenses. Expenses for 1995 decreased primarily as a result of significant reductions in ICIFC's mortgage loan production and administrative staff and related reductions in personnel and general and administrative expenses, offset by \$1.3 million of interest expenses on borrowings from IWLG. Pre-Contribution Transaction, all net interest income was retained by ICII. However, Post-Contribution Transaction, ICIFC financed its mortgage loan acquisitions through IWLG and therefore earned and paid any interest income or interest expense associated with these borrowings, respectively. Total interest on borrowings from IWLG was \$1.3 million or 16% of the total expenses for 1995. Excluding this item, total expenses decreased 27% to \$7.0 million in 1995 as compared to \$9.6 million 1994. ICIFC reduced personnel expenses by 46% to \$1.6 million in 1995 as compared to \$3.0 million in 1994. ICIFC attained this reduction primarily by reducing staffing by 60% from December 31, 1994. However, ICIFC continued to experience increased unit acquisition costs as a result of lower loan acquisition volumes during the first half of 1995 until staffing could be reduced to match current acquisitions. ICIFC expects that personnel expenses should increase in 1996 as a percentage of revenue due to amounts payable under the employment agreements that were in effect on the date of the Initial Public Offering and the hiring of additional support staff.

Amortization of MSR's increased to \$2.9 million in 1995 as compared to \$2.1 million in 1994. The increase was primarily due to an increase in the average outstanding balance of the mortgage servicing portfolio.

Occupancy expense decreased 49% to \$150,000 in 1995 as compared to \$296,000 in 1994. The decrease in occupancy expense was primarily the result of the reallocation of ICII's corporate personnel to occupy the unused space after the downsizing of ICIFC's operations in 1994 and 1995. General and administrative expenses, which include other general and administrative expenses, professional services, telephone and other communications and data processing, decreased 38% to \$1.9 million in 1995 as compared to \$3.1 million in 1994. The decrease was the result of reduced loan acquisition volume and reduced levels of ICIFC's personnel and related expenses. No provision for loan losses was taken in 1995 compared to a \$655,000 provision taken in 1994. The provision in 1994 was the result of a default on an unsecured loan by one of ICIFC's correspondents. Management does not intend to make unsecured loans to its correspondents in the future.

YEAR ENDED DECEMBER 31, 1994 COMPARED TO YEAR ENDED DECEMBER 31, 1993

Net income in 1994 decreased 87% to \$537,000 as compared to \$4.2 million in 1993. The decrease in profitability was due to an increase in all expense categories except professional services, resulting from the expansion of ICII's mortgage conduit operations in 1993. Revenues for the year ended December 31, 1994 decreased 16% to \$10.5 million as compared to \$12.6 million for 1993. Gain on sale of loans decreased 61% to \$2.3 million in 1994 as compared to \$5.9 million in 1993. The decrease was primarily the result of a lower profitability on the sale of fixed rate loans sold servicing retained and a decrease in the principal amount of mortgage loans sold servicing released during 1994. Loan servicing income in 1994 increased 194% to \$4.0 million as compared to \$1.4 million in 1993. The increase in loan servicing income was primarily due to a substantially higher average balance of loans serviced. The servicing portfolio increased 97% to \$1.9 billion at December 31, 1994 from \$950.3 million at December 31, 1993. During 1994 and 1993, ICII's mortgage conduit operations sold MSR's relating to \$619.8 million and \$701.4 million principal amount of loans, respectively, resulting in pre-tax gains of \$4.2 million and \$5.3 million, respectively. As interest rates increased and prepayment rates decreased in 1994, the market value of ICII's mortgage conduit operations' servicing portfolio increased, resulting in higher sales prices and greater gains on sale of servicing.

Expenses in 1994 increased 82% to \$9.6 million from \$5.3 million in 1993. The increase in expenses was primarily due to increased levels of staffing during the first half of 1994 as a result of the expansion of ICII's mortgage conduit operations' activities in 1993. Personnel expenses increased 17% to \$3.0 million in 1994 as compared to \$2.5 million in 1993. Amortization of MSRs increased 351% to \$2.1 million in 1994 as compared to \$459,000 in 1993. The increase was primarily due to a substantially higher average outstanding balance of capitalized MSRs and an increase in amortization as a result of mortgage loan prepayments. Amortization due to prepayments of mortgage loans increased to \$313,000 in 1994 as compared to \$183,000 in 1993. Occupancy expense increased 53% to \$296,000 in 1994 as compared to \$193,000 in 1993. The increase reflects the costs associated with the expansion of ICII's mortgage conduit operations' office late in 1993. General and administrative expenses including other general and administrative expenses, professional services, telephone and other communications and data processing, increased 72% to \$3.1 million in 1994 as compared to \$1.8 million in 1993. The increase was the result of expenses associated with the expansion of the mortgage conduit operations and installation of new data processing systems. During the latter part of 1994, as interest rates increased, ICII's mortgage conduit operations implemented cost containment and revenue enhancement programs to offset the pressures of reduced loan acquisitions on earnings. In order to control costs, the staffing was reduced by 57% at December 31, 1994 as compared to the level at December 31, 1993. The provision for loan losses increased to \$655,000 in 1994 as compared to \$175,000 in 1993. The increase in the provision in 1994 was the result of a write down of an unsecured loan made to one of ICII's mortgage conduit operations' correspondents as mentioned above.

The Financial Accounting Standards Board issued Statement No. 109, "Accounting for Income Taxes" ("SFAS 109"), which was effective for fiscal years beginning December 15, 1992 was adopted by ICII's mortgage conduit operations on January 1, 1993 on a prospective basis. Implementation of SFAS 109 had no material impact on ICII's mortgage conduit operations' financial position or results of operations for the year ended December 31, 1993.

LIQUIDITY AND CAPITAL RESOURCES

The Company's principal liquidity requirements result from the need to fund the acquisition of mortgage loans held for sale by ICIFC, the long-term investment in mortgage loans by IMH, and short-term loans by IWLG. Pre-Contribution Transaction, ICIFC was funded by ICII through committed reverse repurchase agreements and capital contributions. Historically, SPTL's warehouse lending operations was funded by SPTL through deposits, other borrowings and equity. However, Post-Contribution Transaction, the Long-Term Investment Operations, the Conduit Operations and the Warehouse Lending Operations are funded by reverse repurchase agreements, the sale of mortgage securities and the issuance of CMOs and the proceeds from the issuance of common stock.

During the three months ended March 31, 1996 and 1995 and the years ended December 31, 1995, 1994 and 1993, net cash provided by (used in) operating activities was \$4.5 million, \$62,000, \$(72,000), \$58,000, and \$313,000, respectively. Net cash for the three months ended March 31, 1995 and for fiscal 1995, 1994 and 1993 was negatively affected by lower net income from reduced demand for SPTL's warehouse lending facilities resulting from adverse market conditions in the mortgage banking industry. Net cash for 1993 was positively affected by improved market conditions in the mortgage banking industry. For the three months ended March 31, 1996, cash provided by operating activities was positively affected by an increase in payables as compared to payables outstanding as of December 31, 1995.

Net cash provided by (used in) investing activities for the three months ended March 31, 1996 and 1995 and the years ended December 31, 1995, 1994 and 1993 was \$49.6 million, \$(3.2) million, \$(629.1) million, \$5.0 million, and \$887,000, respectively. For the three months ended March 31, 1996 and 1995 and in fiscal 1995, fundings of finance receivables exceeded prepayment rates of such receivables primarily due to higher finance receivables from greater mortgage loan acquisition volumes Post-Contribution Transaction. For 1994 and 1993, net cash was negatively affected by higher repayments of finance receivables than mortgage loans funded.

For the three months ended March 31, 1996 and 1995 and the year ended December 31, 1995, 1994 and 1993, net cash provided by (used in) financing activities was \$(39.3) million, \$3.1 million, \$631.5 million, \$(5.1) million and \$(1.2) million, respectively. These net cash figures were affected by the Company increasing investment in finance receivables and mortgage loan acquisitions, thereby requiring it to raise additional cash to finance such receivables and acquisitions. As a result of such factors, borrowings to fund mortgage loan acquisitions fluctuated accordingly. Post-Contribution Transaction, such borrowings consisted of reverse repurchase agreements. Pre-Contribution Transaction such borrowings consisted of borrowings from SPTL.

At March 31, 1996 the Company had reverse repurchase facilities to provide up to \$631.6 million to finance the Company's three businesses. Terms of the reverse repurchase agreements require that the mortgages be held by an independent third party custodian, which gives the Company the ability to borrow against the collateral as a percentage of the outstanding principal balance. The borrowing rates quoted vary from 65 basis points to 100 basis points over one-month LIBOR, depending on the type of collateral provided by the Company. The margins on the reverse repurchase agreements are based on the type of mortgage collateral used and generally range from 90% to 98% of the fair market value of the collateral.

By December 31, 1995, the Company utilized approximately 65%, 20% and 10% of the net proceeds from its Initial Public Offering to provide funding for the Warehouse Lending Operations, Long-Term Investment Operations and its Conduit Operations, respectively. Management believes that cash flow from operations and the aforementioned potential financing arrangements is sufficient to meet the current liquidity needs of the three businesses.

INFLATION

The Financial Statements and Notes thereto presented herein have been prepared in accordance with GAAP, which require the measurement of financial position and operating results in terms of historical dollars without considering the changes in the relative purchasing power of money over time due to inflation. The impact of inflation is reflected in the increased costs of the Company's operations. Unlike industrial companies, nearly all of the assets and liabilities of the Company's operations are monetary in nature. As a result, interest rates have a greater impact on the Company's operations' performance than do the effects of general levels of inflation. Inflation affects the Company's operations primarily through its effect on interest rates, since interest rates normally increase during periods of high inflation and decrease during periods of low inflation. During periods of increasing interest rates, demand for mortgage loans and a borrower's ability to qualify for mortgage financing in a purchase transaction may be adversely affected.

BUSINESS

The following Business section contains forward-looking statements that inherently involve risks and uncertainties. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "Risk Factors" and elsewhere in this Prospectus.

GENERAL

IMH is a recently-formed specialty finance company, which operates three businesses: (1) the Long-Term Investment Operations, (2) the Conduit Operations and (3) the Warehouse Lending Operations. The Long-Term Investment Operations is a recently-created business that invests primarily in non-conforming residential mortgage loans and securities backed by such loans. The Conduit Operations primarily purchases and sells or securitizes non-conforming mortgage loans, and the Warehouse Lending Operations, provides short-term lines of credit to originators of mortgage loans. The latter two businesses include certain ongoing operations contributed to the Company by ICII on November 20, 1995, a leading specialty finance company. IMH is organized as a REIT for tax purposes, which allows it generally to pass through earnings to stockholders without federal income tax at the corporate level.

Long-Term Investment Operations. The Long-Term Investment Operations, conducted by IMH, invests primarily in non-conforming residential mortgage loans and mortgage-backed securities secured by or representing interests in such loans and, to a lesser extent, in second mortgage loans. Non-conforming residential mortgage loans are residential mortgages that do not qualify for purchase by government-sponsored agencies such as FNMA and FHLMC. Such loans generally provide higher yields than conforming loans. The principal differences between conforming loans and non-conforming loans include the applicable loan-to-value ratios, the credit and income histories of the mortgagors, the documentation required for approval of the mortgagors, the type of properties securing the mortgage loans, the loan sizes and the mortgagors' occupancy status with respect to the mortgaged properties. Second mortgage loans are higher yielding mortgage loans made to borrowers owning single-family homes, for the purpose of debt consolidation, home improvements, education and a variety of other purposes. At March 31, 1996 the Company's investment portfolio consisted of \$311.5 million of non-conforming mortgage loans and \$33.2 million of mortgage-backed or other collateralized securities.

Conduit Operations. The Conduit Operations, conducted by ICIFC, purchases primarily non-conforming mortgage loans and, to a lesser extent, second mortgage loans from its network of third party correspondents and subsequently securitizes or sells such loans to permanent investors, including the Long-Term Investment Operations. ICIFC's ability to design non-conforming mortgage loans, which suit the needs of its correspondent loan originators and their borrowers while providing sufficient credit quality to investors, as well as its efficient loan purchasing process, flexible purchase commitment options and competitive pricing, enables it to compete effectively with other non-conforming mortgage loan conduits. In addition to ongoing securitizations and sales to third party investors, ICIFC supports the Long-Term Investment Operations of the Company by supplying IMH with non-conforming mortgage loans and securities backed by such loans at costs which are lower than would be available through third parties. For the three months ended March 31, 1996, ICIFC acquired \$280.7 million in mortgage loans and sold \$314.9 million of mortgage loans to the Long-Term Investment Operations. During the years ended December 31, 1995 and 1994, ICIFC acquired mortgage loans from its correspondents, including ICII after the Contribution Transaction, in the amount of \$1.1 billion and \$1.7 billion, respectively. Prior to the Contribution Transaction, ICIFC was a division or subsidiary of ICII since 1990. IMH owns all of the outstanding preferred stock of ICIFC, representing 99% of the economic interest in ICIFC while ICII is the holder of all of the outstanding voting stock of ICIFC, which represents the remaining 1% of the economic interest in ICIFC.

Warehouse Lending Operations. The Warehouse Lending Operations, conducted by IWLG, provides short-term lines of credit to ICIFC and approved mortgage banks, most of which are correspondents of ICIFC, to finance mortgage loans during the time from the closing of the loans to their sale or other settlement with pre-

approved investors. At March 31, 1996, the Warehouse Lending Operations had \$196.1 million in net finance receivables outstanding, of which \$173.4 million was outstanding with ICIFC.

LONG-TERM INVESTMENT OPERATIONS

GENERAL

IMH acquires mortgage loans and mortgage-backed securities, principally non-conforming residential mortgage loans and securities backed by such loans, for long-term investment. The Long-Term Investment Operations also invests, to a lesser extent, in second mortgage loans. Currently, the Long-Term Investment Operations include certain other assets which were purchased from ICII and its affiliates, including FMAC. See "Certain Transactions--Other Transactions." Income is earned principally from the net interest income received by the Company on the mortgage loans and mortgage-backed securities acquired and held in its portfolio. Such acquisitions are financed with a portion of the Company's capital, as well as borrowings provided through reverse repurchase agreements and CMO financings. On March 31, 1996 and December 31, 1995, the Company had total outstanding borrowings under reverse repurchase agreements of \$528.7 million and \$567.7 million, respectively. In April 1996, the Company completed a \$296.3 million CMO financing. ICIFC supports the investment objectives of IMH by supplying all mortgage loans and mortgage-backed securities to IMH at costs which the Company believes are lower than those available through investment bankers and other third parties.

The following table sets forth the portfolio composition of the Long-Term Investment Operations on the dates indicated.

ASSET TYPE (1)	AT MARCH 31, 1996			AT DECEMBER 31, 1995		
	CARRYING VALUE	WEIGHTED AVERAGE YIELD	PERCENTAGE OF PORTFOLIO	CARRYING VALUE	WEIGHTED AVERAGE YIELD	PERCENTAGE OF PORTFOLIO
	(DOLLARS IN THOUSANDS)					
Money Market Account....	\$14,105	5.28%	2.50%	\$ 750	5.73%	0.12%
Investment Securities Available for Sale (2).	33,243	12.64	5.88	17,378	11.23	2.85
Mortgage Loans Held for Investment:						
Adjustable Rate Loans-First Lien Mortgages..	277,854	8.14	49.16	--	--	--
Fixed Rate Loans-Second Mortgage Loans.....	35,897	13.19	6.35	--	--	--
	-----		-----	-----		-----
	313,751	8.72	55.51	--	--	--
	-----		-----	-----		-----
Finance Receivables.....	196,291	8.34	34.73	583,021	8.80	95.64
Lease Payment Receivables Held for Sale.....	7,806	12.00	1.38	8,441	12.00	1.38
	-----		-----	-----		-----
Total Interest Bearing Assets.....	\$565,196	8.78	100.00%	\$609,590	8.91	100.00%
	-----		=====	-----		=====
BORROWING TYPE						
Reverse Repurchase Agreements.....	\$527,660	6.11	100.00%	\$566,652	6.67	100.00%
	=====	-----		=====	-----	
Net Interest Spread...		2.67%			2.24%	
		=====			=====	

(1) At March 31, 1996 and December 31, 1995 the Company had \$164,000 and none, respectively, of non-performing mortgage loans attributable to Long-Term Investment Operations.

(2) Represents securities purchased from ICII and an affiliate of ICII. See "Certain Transactions--Other Transactions--Purchases of Other Investments."

MORTGAGE LOANS HELD IN THE PORTFOLIO

The Company originates, through its network of correspondents, and invests a substantial portion of its portfolio in non-conforming mortgage loans and, to a lesser extent, second mortgage loans. The Company also purchases such loans from third parties for long-term investment and for resale. Management believes that there is a large demand for non-conforming mortgage loans and that non-conforming mortgage loans provide an attractive net earnings profile and produce higher yields without commensurately higher credit risks when compared with conforming mortgage loans. A portion of the loans purchased through the Conduit Operations as well as a portion of the investment portfolio of the Long-Term Investment Operations are "B" and "C" grade mortgage loans. The Company believes that a structural change in the mortgage banking industry has occurred which has increased demand for higher yielding non-conforming mortgage loans. This change has been caused by a number of factors, including: (1) investors' demand for higher yielding assets due to historically low interest rates over the past few years; (2) increased securitization of high-yielding non-conforming mortgage loans by the investment banking industry; (3) quantification and development of standardized credit criteria by credit rating agencies for securities backed by non-conforming mortgage loans; (4) increased competition in the securitization industry, which has reduced borrower interest rates and fees, thereby making non-conforming mortgage loans more affordable; and (5) the end of the refinance "boom" of 1992 and 1993, which has caused many mortgage banks, attempting to sustain origination volume, to seek out non-conforming mortgage loan borrowers.

INVESTMENTS IN MORTGAGE-BACKED SECURITIES AND MASTER SERVICING FEES RECEIVABLE

The Company also acquires mortgage-backed securities generated through its own securitization efforts as well as those generated by third parties. In connection with the issuance of mortgage-backed securities by the Company in the form of REMICs, IMH may retain the senior or subordinated securities as regular interests (not including residual interests) on a short-term or long-term basis. In connection with its February 1996 \$175.4 REMIC security, the Company retained securities as regular interest in the amount of \$8.5 million. Any such retained regular interest may include "principal only" or "interest only" securities or other interest rate or prepayment sensitive securities or investments. Any such retained securities or investments may subject the Company to credit, interest rate and/or prepayment risks. The Company anticipates it will retain such securities only on terms which it believes are sufficiently attractive to compensate it for assuming such associated risks.

The Company expects in the future to retain master servicing fees receivable. See "--Servicing and Master Servicing." Master servicing fees receivable have characteristics similar to interest only securities; accordingly, they have many of the same risks inherent in interest only securities, including the risk that they will lose a substantial portion of their value as a result of rapid prepayments occasioned by declining interest rates.

Master servicing fees receivable represent the present value of the difference between the interest rate on mortgage loans purchased by the Conduit Operations and the interest rate received by investors who purchase the securities backed by such loans, in excess of the normal loan servicing fees charged by either (1) the Conduit Operations on loans acquired "servicing released" or (2) correspondents who sold loans to the Conduit Operations with the "servicing retained" (the "Excess Servicing Fees"). At March 31, 1996 and December 31, 1995, the Company had no master servicing fees receivable.

When the Conduit Operations purchases loans which include the associated servicing rights, the allocated price paid for the servicing rights will be reflected on its financial statements as MSR's. MSR's differ from master servicing fees receivable primarily by the required amount of servicing to be performed, the loss exposure to the owner of the instrument and the financial liquidity of the instrument. In contrast to MSR's, where the owner of the instrument acts as the servicer, master servicing fees receivable do not require the owner of the instrument to service the underlying mortgage loan. In addition, master servicing fees receivable subject their owners to greater loss exposure from delinquencies or foreclosure on the underlying mortgage loans than MSR's because a master servicer stands behind the servicer (or subservicer) and potentially the owner of the mortgage loan in priority of payment. Both MSR's and master servicing fees receivable are traded in the public financial markets. However, MSR's are generally more liquid and are traded at less of a discount as compared to master servicing fees receivable. At March 31, 1996 and December 31, 1995, the Company had \$2.7 million and none, respectively, of MSR's.

To the extent that servicing fees on a mortgage loan exceed a "normal" servicing fee (typically ranging from 0.25% to 0.375% per annum of the mortgage loan principal amount), the Conduit Operations will generate master servicing fees receivable as an asset that represents an estimated present value of those excess fees assuming a prepayment rate on the mortgage loan. In determining present value of future cash flows, the Conduit Operations will use a market discount rate. Prepayment assumptions will be based on recent evaluations of the actual prepayments of the Conduit Operations' servicing portfolio or on market prepayment rates on new portfolios on which the Conduit Operations has no experience and the interest rate environment at the time the master servicing fees receivable are created. There can be no assurance of the accuracy of management's prepayment estimates. If actual prepayments with respect to sold mortgage loans occur more quickly than was projected at the time such mortgage loans were sold, the carrying value of the master servicing fees receivable may have to be written down through a charge to earnings in the period of adjustment. If actual prepayments with respect to sold mortgage loans occur more slowly than estimated, the carrying value of master servicing fees receivable on the Company's statement of financial condition would not increase, although total income would exceed previously estimated amounts.

Management of the Company believes that because of the current level of interest rates, investments in current coupon master servicing fees receivable are prudent, and if interest rates rise, these investments will mitigate declines in income that may occur in the Conduit Operations. The Company intends to hold the master servicing fees receivable for investment. Currently there is a limited liquid secondary market for master servicing fees receivable; accordingly, if the Company had to sell these receivables, the value received may or may not be at or above the values at which the Company carried them on its balance sheet.

The Company has purchased and retained subordinated securities, with ratings ranging from "B" to "BBB", collateralized by adjustable rate mortgages. The subordinated securities are primarily backed by 30-year amortizing mortgage loans that adjust monthly, semi-annually or annually based on the 6-month LIBOR and 11th District Cost of Funds rates. In general, subordinated classes of a particular series of securities bear all losses prior to the related senior classes. Losses in excess of expected losses at the time such securities are purchased would adversely affect the Company's yield on such securities and, in extreme circumstances, could result in the failure of the Company to recoup its initial investment.

The Company will not acquire REMIC or CMO residuals, excluding residual interests for which the Company owns all of the outstanding interests in the REMIC or the CMO or which result from a securitization transaction by the Conduit Operations. See "--Conduit Operations--Securitization and Sale Process."

FINANCING

Mortgage loans and securities backed by mortgage loans are financed primarily at short-term borrowing rates through reverse repurchase agreements and other financings which the Company may establish with approved institutional lenders. Reverse repurchase agreements are the principal financing devices utilized by the Company to leverage its mortgage loan portfolio. Upon repayment of each borrowing in the form of a reverse repurchase agreement, the collateral is immediately used for borrowing in the form of a new reverse repurchase agreement. The Company obtained financings in amounts and at interest rates that are consistent with its financing objectives described herein with five different third-party lenders and expects to increase the number of lenders in the future. For a discussion of the terms of the Company's reverse repurchase facilities, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources." The Company is seeking to establish commitment agreements under which certain of its lenders would be required to enter into new reverse repurchase agreements as needed by the Company during a specified period of time.

A reverse repurchase agreement, although structured as a sale and repurchase obligation, acts as a financing under which the Company effectively pledges its mortgage loans and mortgage securities as collateral to secure a short-term loan. Generally, the other party to the agreement makes the loan in an amount equal to a percentage of the market value of the pledged collateral. At the maturity of the reverse repurchase agreement, the Company is required to repay the loan and correspondingly receives back its collateral. Under reverse repurchase agreements, the Company generally retains the incidents of beneficial ownership, including the right to distributions on the collateral and the right to vote on matters as to which certificate holders vote. Upon a payment default under such agreements, the lending party may liquidate the

collateral.

The Company's borrowing agreements require the Company to pledge cash or additional securities backed by mortgage loans in the event the market value of existing collateral declines. To the extent that cash reserves are insufficient to cover such deficiencies in collateral, the Company may be required to sell assets to reduce its borrowings.

Reverse repurchase agreements take the form of a sale of securities to the lender at a discounted price in return for the lender's agreement to resell the same securities to the borrower at a future date (the maturity of the borrowing) at an agreed price. In the event of the insolvency or bankruptcy of the Company, certain reverse repurchase agreements may qualify for special treatment under the Bankruptcy Code, the effect of which is, among other things, to allow the creditor under such agreements to avoid the automatic stay provisions of the Bankruptcy Code and to foreclose on the collateral agreements without delay. In the event of the insolvency or bankruptcy of a lender during the term of a reverse repurchase agreement, the lender may be permitted, under the Bankruptcy Code, to repudiate the contract, and the Company's claim against the lender for damages therefrom may be treated simply as one of the unsecured creditors. In addition, if the lender is a broker or dealer subject to the Securities Investor Protection Act of 1970, the Company's ability to exercise its rights to recover its securities under a reverse repurchase agreement or to be compensated for any damages resulting from the lender's insolvency may be further limited by such statute. If the lender is an insured depository institution subject to the Federal Deposit Insurance Act, the Company's ability to exercise its rights to recover its securities under a reverse repurchase agreement or to be compensated for damages resulting from the lender's insolvency may be limited by such statute rather than the Bankruptcy Code. The effect of these various statutes is, among other things, that a bankrupt lender, or its conservator or receiver, may be permitted to repudiate or disaffirm its reverse repurchase agreements, and the Company's claims against the bankrupt lender for damages resulting therefrom may be treated simply as one of an unsecured creditor. Should this occur, the Company's claims would be subject to significant delay and, if and when received, may be substantially less than the damages actually suffered by the Company.

To reduce its exposure to the credit risk of reverse repurchase agreement lenders, the Company entered into such agreements with several different parties and follows its own credit exposure procedures. The Company monitors the financial condition of its reverse repurchase agreement lenders on a regular basis, including the percentage of mortgage loans that are the subject of reverse repurchase agreements with a single lender. Notwithstanding these measures, no assurance can be given that the Company will be able to avoid such third party risks.

ISSUANCE OF MORTGAGE-BACKED SECURITIES

Collateralized Mortgage Obligations. In addition to the financing strategies set forth above, as mortgage loans are accumulated, the Company issues CMOs secured by such loans as a means of financing its Long-Term Investments Operations. The decision to issue CMOs is based on the Company's current and future investment needs, market conditions and other factors. For accounting and tax purposes, the mortgage loans financed through the issuance of CMOs are treated as assets of the Company, and the CMOs are treated as debt of the Company. Each issue of CMOs is fully payable from the principal and interest payments on the underlying mortgage loans collateralizing such debt, any cash or other collateral required to be pledged as a condition to receiving the desired rating on the debt, and any investment income on such collateral. The Long-Term Investment Operations earns the net interest spread between the interest income on the mortgage loans and the interest and other expenses associated with the CMO financing. The net interest spread may be directly impacted by the levels of prepayment of the underlying mortgage loans and to the extent CMO classes have variable rates of interest, may be affected by changes in short-term interest rates.

When the Company issues CMOs for financing purposes, it seeks an investment grade rating for such CMOs by a nationally-recognized rating agency. To secure such a rating, it is often necessary to pledge collateral ("Additional Collateral") in excess of the principal amount of the CMOs to be issued, or to obtain other forms of credit enhancements such as additional mortgage loan insurance. The need for Additional Collateral or other credit enhancements depends upon factors such as the type of collateral provided and the interest rates paid

thereon, the geographic concentration of the mortgaged property securing the collateral and other criteria established by the rating agency. The pledge of Additional Collateral reduces the capacity of the Company to raise additional funds through short-term secured borrowings or additional CMOs and diminishes the potential expansion of its investment portfolio. As a result, the Company's objective is to pledge collateral for CMOs only in the amount required to obtain an investment grade rating for the CMOs by a nationally-recognized rating agency.

The Company believes that under prevailing market conditions, an issuance of CMOs receiving other than an investment grade rating would require payment of an excessive yield to attract investors. No assurance can be given that the Company will achieve the ratings it plans to seek for the CMOs. As of March 31, 1996, the Company had not issued any CMOs for financing its Long-Term Investment Operations. However, during the second quarter of 1996, the Company completed a \$296.3 million CMO financing. The CMO was structured as a one month LIBOR "floater" with interest payable monthly at LIBOR plus 0.50%. The CMO is guaranteed for the holders thereof by a mortgage loan insurer giving the CMO the highest rating established by a nationally-recognized rating agency. The underlying principal balance of the mortgages supporting the CMO represent approximately \$267.2 million of six month LIBOR adjustable rate mortgage loans with varying grade quality and \$34.4 million of second mortgage loans.

Other Mortgage-Backed Securities. As an additional alternative for the financing of its Long-Term Investment Operations, the Company may issue other mortgage-backed securities, if, in the determination of ICIFC, the issuance of such other securities is advantageous. In particular, mortgage pass-through certificates representing an undivided interest in pools of mortgage loans formed by the Company may prove to be an attractive vehicle for raising funds.

The holders of mortgage pass-through certificates receive their pro rata share of the principal payments made on a pool of mortgage loans and interest at a pass-through interest rate that is fixed at the time of offering. The Company may retain up to a 100% undivided interest in a significant number of the pools of mortgage loans underlying such pass-through certificates. The retained interest, if any, may also be subordinated so that, in the event of a loss, payments to certificate holders will be made before the Company receives its payments. Unlike the issuance of CMOs, the issuance of mortgage pass-through certificates will not create an obligation of the Company to security holders in the event of a borrower default. However, as in the case of CMOs, the Company may be required to obtain various forms of credit enhancements in order to obtain an investment grade rating for issues of mortgage pass-through certificates by a nationally-recognized rating agency. As of March 31, 1996, IMH had not issued any such mortgage-backed securities.

CONDUIT OPERATIONS

GENERAL

ICIFC began its mortgage conduit operations as a division of ICII in 1990. As of March 31, 1996, ICIFC maintained relationships with 223 correspondents. Correspondents originate and close mortgage loans under ICIFC's mortgage loan programs offered through the secondary market on a flow (loan by loan) basis or acquire loans on a bulk acquisition commitment. Correspondents include savings and loan associations, commercial banks, mortgage bankers and mortgage brokers. During the three months ended March 31, 1996, the Interim Period, and the years ended December 31, 1995 and 1994, ICIFC acquired from its correspondents, including ICII after the Contribution Transaction, \$280.7 million, \$547.2 million, \$1.1 billion and \$1.7 billion, respectively, of mortgage loans.

The Conduit Operations consists of the purchase and sale of mortgage loans primarily secured by first liens and, to a lesser extent, second liens on single (one-to-four) family residential properties that are originated in accordance with ICIFC's underwriting guidelines. As a non-conforming mortgage loan conduit, ICIFC acts as a intermediary between the originators of mortgage loans that do not currently meet the guidelines for purchase by government-sponsored entities (i.e., FNMA and FHLMC) that guarantee mortgage-backed securities and permanent investors in mortgage-backed securities secured by or representing an ownership interest in such mortgage loans. ICIFC also acts as a bulk purchaser of primarily non-conforming mortgage loans. The Company believes that non-conforming mortgage loans provide an attractive net earnings profile, producing higher yields without commensurately higher credit risks when compared to mortgage loans that qualify for purchase by FNMA or FHLMC. In addition, based on the Company's experience in the mortgage banking industry and in the mortgage conduit business, the Company believes it provides mortgage loan sellers with an expanded and competitively priced array of non-conforming and "B" and "C" grade mortgage loan products, timely purchasing of loans, mandatory, best efforts and optional rate-lock commitments, and flexible Master Commitments.

All non-conforming loans purchased by ICIFC are made available for sale to IMH at the same price at which the loans were acquired by ICIFC or fair market value at the date of sale and subsequent transfer to IMH. In addition, ICII granted ICIFC a right of first refusal to purchase all non-conforming loans that ICII or any 25% entity originates or acquires and subsequently offers for sale, and ICIFC granted ICII, or any 25% entity designated by ICII, a right of first refusal to purchase all conforming mortgage loans that ICIFC acquires and subsequently offers for sale. See "Certain Transactions--The Contribution Transaction."

MARKETING AND PRODUCTION

Marketing Strategy. The Company's competitive strategy is, in part, to be a low cost national acquirer, through its national correspondent network, of mortgage loans to be held for investment or sold in the secondary market as whole loans or securitized as mortgage-backed securities. A key feature of this approach is the use of a large national network of correspondent originators, which enables the Company to shift the high fixed costs of interfacing with the homeowner to the correspondents. The marketing strategy for the Conduit Operations is designed to accomplish three objectives: (1) attract a geographically diverse group of both large and small correspondent loan originators, (2) establish relationships with such correspondents and facilitate their ability to offer a variety of loan products designed by ICIFC and (3) purchase the loans and securitize or sell them into the secondary market or to IMH. In order to accomplish these objectives, ICIFC designs and offers loan products that are attractive to potential non-conforming borrowers as well as to end-investors in non-conforming mortgage loans and mortgage-backed securities.

ICIFC has historically emphasized and continues to emphasize flexibility in its mortgage loan product mix as part of its strategy to attract correspondents and establish relationships. ICIFC also maintains relationships with numerous end-investors so that it may develop products that they may be interested in as market conditions change, which in turn may be offered through the correspondent network. As a consequence, ICIFC is less

dependent on acquiring conforming mortgage loans than many mortgage bankers and has, in the past, both as a division or subsidiary of ICII and as a subsidiary of IMH, acquired significant volumes of non-conforming loans.

In response to the needs of its non-conforming mortgage loan correspondents and as part of its strategy to facilitate the sale of its loans through the Conduit Operations, ICIFC's marketing strategy offers efficient response time in the purchase process, direct and frequent contact with Sellers through a trained sales force and flexible commitment programs. Finally, due to the price sensitivity of most home buyers, ICIFC is competitive in pricing its products in order to attract sufficient numbers of borrowers.

Mortgage Loans Acquired. A majority of the mortgage loans purchased through the Conduit Operations are non-conforming mortgage loans. Currently, the maximum principal balance for a conforming loan is \$207,000. Loans that exceed such maximum principal balance are referred to as "jumbo loans." Non-conforming mortgage loans generally consist of jumbo loans or other loans that are originated in accordance with underwriting or product guidelines that differ from those applied by FNMA and FHLMC. Such non-conforming loans may involve some greater risk as a result of such different underwriting and product guidelines. A portion of the loans purchased through the Conduit Operations are "B" and "C" grade loans, as described below, which may entail greater credit risks than other non-conforming loans. ICIFC generally does not acquire mortgage loans with principal balances above \$750,000 for "A" quality loans, and \$400,000 for "B" and "C" grade loans.

Non-conforming loans purchased by ICIFC pursuant to its underwriting programs typically differ from those purchased pursuant to the guidelines established by FNMA and FHLMC primarily with respect to loan-to-value ratios, borrower income or credit history, required documentation, interest rates, borrower occupancy of the mortgaged property and/or property types. To the extent that these programs reflect underwriting standards different from those of FNMA and FHLMC, the performance of loans made thereunder may reflect higher delinquency rates and/or credit losses. The Company believes that non-conforming mortgage loans produce higher yields without commensurately higher credit risk when compared to conforming mortgage loans.

ICIFC's focus on the acquisition of non-conforming mortgage loans may affect the Company's financial performance. For example, the purchase market for non-conforming loans has typically provided for higher interest rates in order to compensate for the lower liquidity of such loans, thereby potentially enhancing the interest income earned by the Company during the accumulation phase for loans held for sale and during the holding period for loans held for investment. In addition, due to the lower level of liquidity in non-conforming loan market, the Company may realize higher returns upon securitization of such loans than would be realized upon securitization of conforming loans. On the other hand, such lower levels of liquidity may from time to time cause the Company to hold such loans or other mortgage-related assets supported by such loans. In addition, by retaining for investment either the loans or other mortgage-related assets supported by such loans, the Company assumes the potential risk of any increased delinquency rates and/or credit losses as well as interest rate risk.

Mortgage loans acquired by ICIFC are generally secured by first liens and, to a lesser extent, second liens on single (one-to-four) family residential properties with either fixed or adjustable interest rates. During the three months ended March 31, 1996, fixed-rate mortgage loans and ARMs accounted for approximately 87.8% and 12.2%, respectively, of the mortgage loans purchased by ICIFC. Fixed-rate mortgage loans have a constant interest rate over the life of the loan, which is generally 15 or 30 years. The interest rate on an ARM is typically tied to an index (such as LIBOR or the CMT Index) and is adjustable periodically at various intervals. Such mortgage loans are typically subject to lifetime interest rate caps and periodic interest rate and/or payment caps. The interest rates on ARMs are typically lower than the average comparable fixed rate loan initially, but may be higher than average comparable fixed rate loans over the life of the loan. Substantially all mortgage loans purchased by ICIFC will fully amortize over their remaining terms. Currently, ICIFC purchases (1) fixed rate mortgage loans that have original terms to maturity ranging from 10 to 30 years, (2) ARM mortgage loans that adjust based on LIBOR or the CMT Index, and (3) 5/25 mortgage loans that adjust on a one-time basis approximately five years following origination to an interest rate based upon a defined index plus a spread. ICIFC may from time to time purchase mortgage loans with other interest rate and maturity characteristics.

A summary of ICIFC's mortgage loan acquisitions by type of loan excluding net premiums is shown below.

	THREE MONTHS ENDED MARCH 31, 1996	PERIOD FROM NOVEMBER 20, 1995 THROUGH DECEMBER 31, 1995
----- (DOLLARS IN MILLIONS, EXCEPT FOR AVERAGE LOAN SIZE) -----		
Conventional Conforming Loans:		
Volume of loans.....	\$ 32.1	\$ 152.3
Percentage of total volume.....	11.5%	28.2%
Conventional Non-conforming Loans:		
Volume of loans.....	\$ 248.4	\$ 388.3
Percentage of total volume.....	88.5%	71.8%
	-----	-----
	\$ 280.5	\$ 540.6
	=====	=====
Fixed Rate Loans:		
Volume of loans.....	\$ 246.3	\$ 142.9
Percentage of total volume.....	87.8%	26.4%
Adjustable Rate Loans:		
Volume of loans.....	\$ 34.2	\$ 397.7
Percentage of total volume.....	12.2%	73.6%
	-----	-----
	\$ 280.5	\$ 540.6
	=====	=====
Average Loan Size.....	\$126,229	\$143,017

The credit quality of the loans purchased by ICIFC varies depending upon the specific program under which such loans are purchased. For example, a principal credit risk inherent in adjustable-rate mortgage loans is the potential "payment shock" experienced by the borrower as rates rise, which could result in increased delinquencies and credit losses. In the case of negative amortization mortgage loans, a portion of the interest due accrues to the underlying principal balance of the loan, thereby increasing the loan-to-value ratio of the mortgage loans. As a general rule, mortgage loans with higher loan-to-value ratios are vulnerable to higher delinquency rates given the borrower's lower equity investment in the underlying property. Limited documentation mortgage loans, by contrast, must meet lower loan-to-value ratios and more rigorous criteria for borrower credit quality in order to compensate for the reduced level of lender review with respect to the borrower's earnings history and capacity.

ICIFC's loan purchase activities have and are expected in the future to continue to focus on those regions of the country where higher volumes of non-conforming mortgage loans are originated, including California, Colorado, Florida, Illinois, Maryland, New Jersey, New York, Oregon and Washington. The highest concentration of non-conforming mortgage loans purchased by ICIFC relates to properties located in California because of the generally higher property values and mortgage loan balances prevalent there. At March 31, 1996 76.5% of IMH's mortgage loans held for investment were secured by properties in California. In addition, of the \$1.1 billion in loans acquired during the year ended December 31, 1995, \$814.7 million (or 73.1%) were acquired from ICIFC's top ten sellers, including ICII, by volume of sales. No sellers other than ICII or SPTL are an affiliate of the Company. SPTL, ICII and DITECH Funding Group, each accounted for more than 10% of the total mortgage loans acquired by ICIFC during 1995.

The following table sets forth the geographic distribution of ICIFC's mortgage loan acquisitions excluding net premiums.

	THREE MONTHS ENDED MARCH 31, 1996		PERIOD FROM NOVEMBER 20, 1995 THROUGH DECEMBER 31, 1995	
	DOLLAR AMOUNT	PERCENTAGE OF TOTAL	DOLLAR AMOUNT	PERCENTAGE OF TOTAL
(DOLLARS IN MILLIONS)				
California.....	\$ 151.0	53.8%	\$370.6	68.5%
Florida.....	27.9	10.0	20.7	3.8
New Jersey.....	23.2	8.3	22.1	4.1
New York.....	13.7	4.9	5.7	1.0
Oregon.....	8.8	3.1	18.9	3.5
Washington.....	8.0	2.8	23.3	4.3
Colorado.....	6.4	2.3	23.6	4.4
North Carolina.....	6.2	2.2	2.4	0.4
Nevada.....	6.0	2.1	4.5	0.8
Utah.....	4.9	1.7	5.4	1.0
Maryland.....	3.3	1.2	7.4	1.4
Pennsylvania.....	3.1	1.1	3.7	0.7
Illinois.....	2.9	1.0	2.1	0.4
Georgia.....	1.7	0.6	2.1	0.4
Hawaii.....	1.5	0.5	4.4	0.8
Arizona.....	1.3	0.5	5.9	1.1
Texas.....	1.3	0.5	1.5	0.3
Virginia.....	1.3	0.5	2.0	0.4
Other	8.0	2.9	14.3	2.6
	<u>\$ 280.5</u>	<u>100.0%</u>	<u>\$540.6</u>	<u>100.0%</u>

To date, a portion of the loans purchased by ICIFC comprise "B" and "C" grade residential mortgage loans. In general, "B" and "C" grade loans are residential mortgage loans made to borrowers with lower credit ratings than borrowers of higher quality, or so called "A" grade mortgage loans, and are normally subject to higher rates of loss and delinquency than the other non-conforming loans purchased by ICIFC. As a result, "B" and "C" grade loans normally bear a higher rate of interest, and are typically subject to higher fees (including greater prepayment fees and late payment penalties), than non-conforming loans of "A" quality. In general, greater emphasis is placed upon the value of the mortgaged property and, consequently, the quality of appraisals thereof, and less upon the credit history of the borrower in underwriting "B" and "C" grade mortgage loans than in underwriting "A" grade loans. In addition, "B" and "C" grade loans are generally subject to lower loan-to-value ratios than "A" grade loans. Under ICIFC's "B" and "C" mortgage loan program, underwriting authority is delegated only to correspondents who meet those strict underwriting guidelines established by ICIFC. See "-- Underwriting and Quality Control."

ICIFC purchases "B" and "C" grade loans on a "servicing-released" basis rather than on a "servicing-retained" basis due to its belief that control over the servicing and collection functions with respect to such loans is important to the realization of a satisfactory return thereon. In connection therewith, the Company contracted with ICII for the performance of such servicing functions. In the first quarter of 1996, ICII contracted to sell substantially all of its mortgage servicing portfolio and began to eliminate a substantial portion of its mortgage servicing department. In response to ICII's decision to exit the mortgage servicing business, ICIFC is in the process of negotiations with another third party sub-servicer. As part of this process, the Company may in the future form a separate collection group to assist a new sub-servicer in the servicing of these loans. See "-- Servicing and Master Servicing."

In connection with the securitization of "B" and "C" grade loans, the levels of subordination required as credit enhancement for the more senior classes of securities issued in connection therewith are higher than those with respect to its "A" grade non-conforming loans. Similarly, in connection with the securitization of mortgage loans secured by second liens, the levels of subordination required as credit enhancement for the more senior classes of securities issued in connection therewith are higher than those with respect to its mortgage loans secured by first liens. Thus, to the extent that the Company retains any of the subordinated securities created in connection with such securitizations and losses with respect to such pools of "B" and "C" grade loans or mortgage loans secured by second liens are higher than expected, the Company's future earnings could be adversely affected.

Seller Eligibility Requirements. The mortgage loans acquired by the Conduit Operations are originated by various sellers, including savings and loan associations, banks, mortgage bankers and other mortgage brokers. Sellers are required to meet certain regulatory, financial, insurance and performance requirements established by ICIFC before they are eligible to participate in its mortgage loan purchase program, and must submit to periodic reviews by ICIFC to ensure continued compliance with these requirements. ICIFC's current criteria for seller participation generally include a minimum tangible net worth requirement (\$300,000 in its non-delegated program, \$500,000 in its partially delegated program and \$1 million in its fully delegated program, as described below), approval as a FNMA or FHLMC Seller/Servicer in good standing and a HUD approved mortgagee in good standing or a financial institution that is insured by the FDIC or comparable federal or state agency, and that the seller is examined by a federal or state authority. In addition, sellers are required to have comprehensive loan origination quality control procedures. In connection with its qualification, each seller enters into an agreement that generally provides for recourse by ICIFC against the seller in the event of a breach of representations or warranties made by the seller with respect to mortgage loans sold to ICIFC, any fraud or misrepresentation during the mortgage loan origination process, and upon early payment default on such loans. As of March 31, 1996, 223 sellers had been approved by ICIFC as being eligible to participate in the Conduit Operations.

PURCHASE COMMITMENT PROCESS AND PRICING

Master Commitments. As part of its marketing strategy, ICIFC has established mortgage loan purchase commitments ("Master Commitments") with sellers that, subject to certain conditions, entitle the seller to sell and obligate ICIFC to purchase a specified dollar amount of non-conforming mortgage loans over a period generally ranging from six months to one year. The terms of each Master Commitment specify whether a seller may sell loans to ICIFC on a mandatory, best efforts or optional basis, or a combination thereof. Master Commitments do not generally obligate ICIFC to purchase loans at a specific price, but rather provide the seller with a future outlet for the sale of its originated loans based on ICIFC's quoted prices at the time of purchase. Master Commitments specify the types of mortgage loans the seller is entitled to sell to ICIFC and generally range from \$2 million to \$50 million in aggregate committed principal amount. The provisions of ICIFC's Seller/Servicer Guide are incorporated in each of the Conduit Operations' Master Commitments and may be modified by negotiations between the parties. In addition, there are individualized Master Commitment options available to sellers, which include alternative pricing structures or specialized loan products. In order to obtain a Master Commitment, a seller may be asked to pay a non-refundable up front or non-delivery fee, or both, to the Company. As of March 31, 1996, ICIFC had outstanding Master Commitments with 28 sellers to purchase mortgage loans in the aggregate principal amount of \$595 million over periods ranging from six months to one year, of which \$93.1 million were committed to be purchased pursuant to rate-locks (as defined below).

Sellers who have entered into the aforementioned Master Commitments are expected to continue to sell mortgage loans to the Conduit Operations by executing individual, bulk or other rate-locks (each, a "rate-lock"). Each rate-lock, in conjunction with the related Master Commitment, specifies the terms of the related sale, including the quantity and price of the mortgage loans or the formula by which the price will be determined, the rate-lock type and the delivery requirements. Historically, the up front fee paid by a seller to ICIFC to obtain a

Master Commitment on a mandatory delivery basis has often been refunded pro rata as the seller delivers loans pursuant to rate-locks. Any remaining fee after the Master Commitment expires is retained by the Conduit Operations.

Bulk and Other Rate-Locks. ICIFC also acquires mortgage loans from sellers that are not purchased pursuant to Master Commitments. These purchases may be made on a bulk or individual rate-lock basis. Bulk rate-locks obligate the seller to sell and ICIFC to purchase a specific group of loans, generally ranging from \$1 million to \$50 million in aggregate committed principal amount, at set prices on specific dates. Bulk rate-locks enable ICIFC to acquire substantial quantities of loans on a more immediate basis. The specific pricing, delivery and program requirements of these purchases are determined by negotiation between the parties but are generally in accordance with the provisions of ICIFC's Seller/Servicer Guide. Due to the active presence of investment banks and other substantial investors in this area, bulk pricing is extremely competitive. Loans are also purchased from individual sellers (typically smaller originators of mortgage loans) who do not wish to sell pursuant to either a Master Commitment or bulk rate-lock. The terms of these individual purchases are based primarily on ICIFC's Seller/Servicer Guide and standard pricing provisions, and are offered on a mandatory basis.

Mandatory, Best Efforts and Optional Rate-Locks. Mandatory rate-locks require the seller to deliver a specified quantity of loans to ICIFC over a specified period of time regardless of whether the loans are actually originated by the seller or whether circumstances beyond the seller's control prevent delivery. ICIFC is required to purchase all loans covered by the rate-lock at prices established at the time of rate-lock. If the seller is unable to deliver the specified loans, it may instead deliver comparable loans approved by ICIFC within the specified delivery time. Failure to deliver the specified mortgage loans or acceptable substitute loans under a mandatory rate-lock obligates the seller to pay ICIFC a penalty, and, if ICIFC's mortgage loan yield requirements have declined, the present value of the difference in yield ICIFC would have obtained on the mortgage loans that the seller agreed to deliver and the yield available on similar mortgage loans subject to mandatory rate-lock issued at the time of such failure to deliver. In contrast, mortgage loans sold on a best efforts basis must be delivered to ICIFC only if they are actually originated by the seller. The best efforts rate-lock provides sellers with an effective way to sell loans during the origination process without any penalty for failure to deliver. Optional rate-locks gives the seller the option to deliver mortgage loans to ICIFC at a fixed price on a future date and requires the payment of up front fees to ICIFC. Any up front fees paid in connection with best efforts and optional rate-locks are retained by ICIFC whether or not the loans are delivered.

Pricing. ICIFC sets purchase prices at least once every business day for mortgage loans it acquires for its Conduit Operations based on prevailing market conditions. Different prices are established for the various types of loans, rate-lock periods and types of rate-locks (mandatory, best efforts or optional). ICIFC's standard pricing is based on the anticipated price it receives upon sale or securitization of the loans, the anticipated interest spread realized during the accumulation period, the targeted profit margin and the anticipated issuance, credit enhancement and ongoing administrative costs associated with such sale or securitization. The credit enhancement cost component of ICIFC's pricing is established for individual mortgage loans or pools of mortgage loans based upon the characteristics of such loan or loan pool. As the characteristics of the loan or loan pool vary, this cost component is correspondingly adjusted upward or downward to reflect the variation. ICIFC's adjustments are reviewed periodically by management to reflect changes in the costs of credit enhancement. Adjustments to ICIFC's standard pricing may also be negotiated on an individual basis under Master Commitments or bulk or individual rate-locks with sellers. See "-- Securitization and Sale Process."

Following the issuance of a specific rate-lock, ICIFC is subject to the risk of interest rate fluctuations and enters into hedging transactions to diminish such risk. Hedging transactions may include mandatory or optional forward sales of mortgage loans or mortgage-backed securities, interest rate caps, floors and swaps, mandatory forward sales, mandatory or optional sales of futures and other financial futures transactions. The nature and quantity of hedging transactions are determined by the management of ICIFC based on various factors, including market conditions and the expected volume of mortgage loan purchases. Gains and losses on hedging transactions are recorded as incurred.

UNDERWRITING AND QUALITY CONTROL

Purchase Guidelines. ICIFC has developed comprehensive purchase guidelines for the acquisition of mortgage loans by the Conduit Operations. Subject to certain exceptions, each loan purchased must conform to the loan eligibility requirements specified in ICIFC's Seller/Servicer Guide with respect to, among other things, loan amount, type of property, loan-to-value ratio, type and amount of insurance, credit history of the borrower, income ratios, sources of funds, appraisals and loan documentation. ICIFC also performs a legal documentation review prior to the purchase of any mortgage loan. ICIFC either delegates the underwriting function to its correspondents or performs the function itself. Additionally, for mortgage loans that are underwritten by contract underwriters, ICIFC does not perform a full underwriting review prior to purchase, but instead relies on the credit review and analysis performed by the contract underwriter, as well as its own pre-purchase eligibility process to ensure that the loan meets the program acceptance guidelines and a post-purchase quality control review.

Underwriting Methods. ICIFC has established a delegated underwriting program, which is similar in concept to the delegated underwriting programs established by FNMA and FHLMC. Under this program, qualified sellers are required to underwrite loans in compliance with ICIFC's underwriting guidelines as set forth in ICIFC's Seller/Servicer Guide or an individual Master Commitment. As part of the approval process for a seller to become a delegated underwriter, the seller must submit a small sample of loans for a pre-purchase quality control review by ICIFC. If the submitted loans comply with the Company's underwriting guidelines and the seller meets ICIFC's financial and performance criteria, the seller will be approved for the delegated underwriting program. In connection with its approval, the seller must represent and warrant to ICIFC that all mortgage loans sold to ICIFC will comply with ICIFC's underwriting guidelines. The current financial, historical loan quality and other criteria for seller participation in this program generally include a minimum net worth requirement and verification of the seller's good standing with FNMA and FHLMC. As of March 31, 1996, 142 sellers had qualified by ICIFC for participation in the delegated underwriting program.

The delegated underwriting program consists of two separate subprograms. ICIFC's principal delegated underwriting subprogram is a fully delegated program designed for loan sellers that meet higher financial and performance criteria than those applicable to sellers generally. Qualifying sellers have delegated underwriting authority for all mortgage products under this subprogram, except for "B" and "C" grade loans. The second subprogram is a partially delegated program pursuant to which sellers only have delegated underwriting authority for ICIFC's conforming mortgage loan products.

Mortgage loans acquired under ICIFC's non-delegated underwriting program are either fully underwritten by ICIFC's underwriting staff or involve the use of contract underwriters. ICIFC has contracted with several national mortgage insurance firms that conduct contract underwriting for mortgage loan acquisitions by ICIFC. Under these contracts, ICIFC relies on the credit review and analysis of the contract underwriter, as well as its own pre-purchase eligibility review to ensure that the loan meets program acceptance, its own follow-up quality control procedures and the representations and warranties of the contract underwriter.

Loans that are not acquired under either delegated or contract underwriter methods are fully underwritten by ICIFC's underwriting staff. In such cases, ICIFC performs a full credit review and analysis to ensure compliance with its loan eligibility requirements. This review specifically includes, among other things, an analysis of the underlying property and associated appraisal and an examination of the credit, employment and income history of the borrower. Under all of these methods, loans are purchased only after completion of a legal documentation and eligibility criteria review.

Although the delegated underwriting program could be deemed to present inherently greater risks due to the lower level of individual loan review, the Company believes that this risk is mitigated by the higher net worth requirements applicable to loan sellers eligible for the delegated underwriting program and ICIFC's eligibility control prior to purchase, thereby enhancing the financial support for the representations and warranties made by such sellers. ICIFC also relies on such sellers' experience and demonstrated performance with the government-sponsored entities referred to above with respect to the delegated underwriting program.

Under all of ICIFC's underwriting methods, loan documentation requirements for verifying the borrowers' income and assets, vary according to loan-to-value ratios and other factors. This variation is necessary to be competitive and responsive to the needs of the non-conforming mortgage loan sellers. Generally, as the standards for required documentation are lowered, borrowers' down payment requirements are increased and the required loan-to-value ratios are decreased. These types of loans with less documentation are reviewed on a risk analysis underwriting basis, similar to the underwriting analysis utilized by mortgage insurance companies. Reduced documentation loans require the borrower to have a stronger credit history and larger cash reserves to show a savings pattern history, and the appraisal of the property is validated by either an enhanced desk or field review. Within the underwriting philosophy of the ICIFC guidelines, the underwriters utilize a "risk analysis" approach to determine the borrower's ability and willingness to repay the debt and to determine if the property taken as security has sufficient value to recover the debt in the event that the loan defaults. Each loan is reviewed for compensating factors (i.e., credit reports, sufficient assets, appraisal, job stability, savings pattern), and overall compensating factors are reviewed to fully analyze the risk. Full documentation is requested if it is the judgment of the underwriter that the compensating factors are insufficient for loan approval.

Quality Control. Ongoing quality control reviews are conducted by ICIFC to ensure that the mortgage loans purchased meet its quality standards. The type and extent of the quality control review depend on the nature of seller and the characteristics of the loans. Loans acquired under the delegated underwriting program are reviewed in accordance with the quality control procedures described above. ICIFC reviews on a post-purchase basis a portion of all loans submitted with delegated underwriting to determine that the loans were purchased in compliance with the guidelines set forth by ICIFC. ICIFC reviews a higher portion of certain categories of mortgage loans, such as loans with reduced documentation, loans with higher loan-to-value ratios (above 80%), cash out refinances, lender optional insurance (self insurance) and loans above \$500,000 in principal amount. In performing a quality control review on a loan, ICIFC analyzes the underlying property appraisal and examines the credit and income history of the borrower. In addition, all documents submitted in connection with the purchase of the loans, including insurance policies, title policies, deeds of trust or mortgages and promissory notes, are examined for compliance with ICIFC's guidelines and to ensure compliance to state and federal regulations.

SECURITIZATION AND SALE PROCESS

General. The Conduit Operations primarily uses a warehouse line of credit from IWLG and equity to finance the acquisition of mortgage loans from correspondents. When a sufficient volume of mortgage loans with similar characteristics has been accumulated, generally \$100 million to \$200 million, ICIFC will securitize them through the issuance of mortgage-backed securities in the form of a REMIC or resell them in bulk whole loan sales. The period between the time ICIFC commits to purchase a mortgage loan and the time it sells or securitizes such mortgage loan generally range from 10 to 90 days, depending on certain factors, including the length of the purchase commitment period, the loan volume by product type and the securitization process.

Any decision to form REMICs or to sell the loans in bulk by ICIFC is influenced by a variety of factors. REMIC transactions are generally accounted for as sales of the mortgage loans and can eliminate or minimize any long-term residual investment in such loans. REMIC securities consist of one or more classes of "regular interests" and a single class of "residual interest." The regular interests are tailored to the needs of investors and may be issued in multiple classes with varying maturities, average lives and interest rates. These regular interests are predominantly senior securities but, in conjunction with providing credit enhancement, may be subordinated to the rights of other regular interests. The residual interest represents the remainder of the cash flows from the mortgage loans (including, in some instances, reinvestment income) over the amounts required to be distributed to the regular interests. In some cases, the regular interests may be structured so that there is no significant residual cash flow, thereby allowing ICIFC to sell its entire interest in the mortgage loans. As a result, in some cases, all of the capital originally invested in the mortgage loans by the Company is redeployed in the Conduit Operations. As part of its operations, ICIFC may retain regular and residual interests on a short-term or long-term basis. In the first quarter of 1996, the Conduit Operations created its first Post-Contribution Transaction REMIC security composed of \$175.8 million of fixed rate non-conforming principal balance of mortgage loans.

Credit Enhancement. Any REMICs or CMOs created by the Conduit Operations or the Long-Term Investment Operations are expected to be structured so that one or more of the classes of such securities are rated investment grade by at least one nationally recognized rating agency. In contrast to Agency Certificates in which the principal and interest payments are guaranteed by the U.S. government or an agency thereof, securities created by the Conduit Operations or the Long-Term Investment Operations do not benefit from any such guarantee. The ratings for the Conduit Operations' mortgage-backed securities or the Long-Term Investment Operations' CMOs are based upon the perceived credit risk by the applicable rating agency of the underlying mortgage loans, the structure of the securities, and the associated level of credit enhancement. Credit enhancement is designed to provide protection to the security holders in the event of borrower defaults and other losses including those associated with fraud or reductions in the principal balances or interest rates on mortgage loans as required by law or a bankruptcy court.

The Conduit Operations or the Long-Term Investment Operations can utilize multiple forms of credit enhancement, including special hazard insurance, private mortgage pool insurance reserve funds, letters of credit, surety bonds, over-collateralization and subordination or any combination thereof. In determining whether to provide credit enhancement through subordination or other credit enhancement methods, the Conduit Operations and the Long-Term Investment Operations take into consideration the costs associated with each method. The Company's Post-Contribution Transaction \$175.8 million REMIC security and \$296.3 million CMO financing were credit enhanced by a mortgage pool insurance bringing the ratings of the senior bonds issued in connection therewith to the highest rating established by a nationally recognized rating agency.

Each series of mortgage-backed securities is typically fully payable from the mortgage assets underlying such series, and the recourse of investors is limited to such assets and any associated credit enhancement features, such as senior/subordinated structures. To the extent the Company holds subordinated securities, a form of credit enhancement, the Company generally bears all losses prior to the related senior security holders. Generally, any losses in excess of the credit enhancement obtained are borne by the security holders. Except in the case of a breach of the standard representations and warranties made by the Company when mortgage loans are securitized, such securities are non-recourse to the Company. Typically, the Company has recourse to the sellers of loans for any such breaches, but there are no assurance of the sellers' abilities to honor their respective obligations.

Ratings of mortgage-backed securities are based primarily upon the characteristics of the pool of underlying mortgage loans and associated credit enhancement. A decline in the credit quality of such pools (including delinquencies and/or credit losses above initial expectations), or of any third party credit enhancer, or adverse developments in general economic trends affecting real estate values or the mortgage industry, could result in downgrades of such ratings.

WAREHOUSE LENDING OPERATIONS

GENERAL

The Company's third line of business is its Warehouse Lending Operations. Such operations primarily consist of warehouse lending for approved mortgage banks acting as correspondents of ICIFC and other mortgage banks. Warehouse lending facilities typically provide short-term revolving lines of credit to finance mortgage loans from the time of closing the loan to the time of its sale or other settlement with the pre-approved investor. Generally, the non-conforming mortgage loans funded with such warehouse lines of credit are acquired by ICIFC. The specific terms of any warehouse line of credit, including the amount, are determined based upon the financial strength, historical performance and other qualifications of the borrower. As a warehouse lender, IWLG is a secured creditor of the mortgage bankers and brokers to which it extends credit and subject to the risks inherent in that status, including the risks of borrower default and bankruptcy. Any claim of IWLG as a secured lender in a bankruptcy proceeding may be subject to adjustment and delay.

In addition to providing warehouse lines to certain of the Conduit Operations' correspondents, IWLG provided a \$600 million warehouse line to ICIFC. The terms of the warehouse line are based on Bank of America's prime rate with advance rates between 90% and 98% of the fair value of the mortgage loans outstanding. The warehouse line balances outstanding on IWLG's balance sheet are structured to qualify under the REIT asset tests and to generate income qualifying under the 75% gross income test. The warehouse lines are non-recourse and IWLG can only look to the sale or liquidation of the mortgage loans as a source of repayment.

At March 31, 1996, the Company had \$527.7 million of warehouse lines of credit outstanding to nine borrowers. IWLG finances its Warehouse Lending Operations through reverse repurchase agreements and equity. At March 31, 1996, IWLG had entered into facilities in the principal amount of \$323.0 million and \$308.6 million with two investment banks.

FMAC

The Company intends to use a portion of the net proceeds of this Offering, together with the proceeds of other financing, to establish up to a \$100 million warehouse facility with FMAC at terms to be negotiated in an arms-length transaction. The other financing which the Company intends to use to finance advances under this warehouse facility consist of borrowings under reverse repurchase agreements, which it expects to establish with one or more third party institutional lenders.

FMAC makes long-term, fixed rate loans to established franchisees of major restaurant franchise concepts, such as Burger King, Taco Bell, KFC, TGI Friday's, Wendy's, Pizza Hut and Hardee's. The loans are then securitized into investment grade structures and sold to institutional investors. In parallel with the accumulation of the collateral and the structuring of the securities sold in each securitization, independent rating agencies are retained to rate each series of securities issued. In each securitization completed to date, the securities have received investment grade ratings (BBB- and above).

HEDGING

The Company conducts certain hedging activities in connection with both its Long-Term Investment Operations and its Conduit Operations.

Long-term Investment Operations. To the extent consistent with IMH's election to qualify as a REIT, the Company follows a hedging program intended to protect against interest rate changes and to enable the Company to earn net interest income in periods of generally rising, as well as declining or static, interest rates. Specifically, the Company's hedging program is formulated with the intent to offset the potential adverse effects resulting from (1) interest rate adjustment limitations on its mortgage loans and securities backed by mortgage loans and (2) the differences between the interest rate adjustment indices and interest rate adjustment periods of its adjustable rate mortgage loans and mortgage-backed securities secured by such loans and related borrowings. As part of its hedging program, the Company also monitors on an ongoing basis the prepayment risks that arise in fluctuating interest rate environments.

The Company's hedging program encompasses a number of procedures. First, the Company structures its commitments to purchase mortgage loans so that the mortgage loans purchased will have interest rate adjustment indices and adjustment periods that, on an aggregate basis, correspond as closely as practicable to the interest rate adjustment indices and interest rate adjustment periods of the anticipated financing source. In addition, the Company will structure its borrowing agreements to have a range of different maturities (although substantially all will have maturities of less than one year). As a result, the Company adjusts the average maturity of its borrowings on an ongoing basis by changing the mix of maturities as borrowings come due and are renewed. In this way, the Company minimizes any differences between interest rate adjustment periods of mortgage loans and related borrowings that may occur due to prepayments of mortgage loans or other factors.

The Company may occasionally purchase interest rate caps to limit or partially offset adverse changes in interest rates associated with its borrowings. In a typical interest rate cap agreement, the cap purchaser makes an initial lump sum cash payment to the cap seller in exchange for the seller's promise to make cash payments to the purchaser on fixed dates during the contract term if prevailing interest rates exceed the rate specified in the contract. In this way, the Company generally hedges as much of the interest rate risk arising from lifetime rate caps on its mortgage loans and from periodic rate and/or payment caps as the Company determines is in the best interests of the Company, given the cost of such hedging transactions and the need to maintain IMH's status as a REIT. Such periodic caps on the Company's mortgage loans may also be hedged by the purchase of mortgage derivative securities. Mortgage derivative securities can be effective hedging instruments in certain situations as the value and yields of some of these instruments tend to increase as interest rates rise and tend to decrease in value and yields as interest rates decline, while the experience for others is the converse. The Company intends to limit its purchases of mortgage derivative securities to investments that qualify as Qualified REIT Assets or Qualified Hedges so that income from such investments will constitute qualifying income for purposes of the 95% and 75% gross income tests. To a lesser extent, the Company, through its Conduit Operations, enters into interest rate swap agreements, buys and sells financial futures contracts and options on financial futures contracts and trade forward contracts as a hedge against future interest rate changes; however, the Company will not invest in these instruments unless the Company and the Manager are exempt from the registration requirements of the Commodity Exchange Act or otherwise comply with the provisions of that Act. The REIT provisions of the Code may restrict the Company's ability to purchase certain instruments and may severely restrict the Company's ability to employ other strategies. See "Federal Income Tax Considerations." In all its hedging transactions, the Company deals only with counterparties that the Company believes are sound credit risks. During the three months ended March 31, 1996 and the year ended December 31, 1995, the Company had not purchased any interest rate caps, swaps or other hedging instruments.

Conduit Operations. In conducting its Conduit Operations, ICIFC is subject to the risk of rising mortgage interest rates between the time it commits to purchase mortgage loans at a fixed price and the time it sells or securitizes those mortgage loans. To mitigate this risk, ICIFC enters into transactions designed to hedge interest rate risks, which may include mandatory and optional forward selling of mortgage loans or mortgage-backed securities, interest rate caps, floors and swaps, and buying and selling of futures and options on futures. The nature and quantity of these hedging transactions are determined by the management of ICIFC based on various factors, including market conditions and the expected volume of mortgage loan purchases.

Costs and Limitations. The Company has implemented a hedging program designed to provide a level of protection against interest rate risks. However, an effective hedging strategy is complex, and no hedging strategy can completely insulate the Company from interest rate risks. Moreover, as noted above, certain of the federal income tax requirements that IMH must satisfy to qualify as a REIT limit the Company's ability to fully hedge its interest rate risks. The Company monitors carefully, and may have to limit, its hedging strategies to assure that it does not realize excessive hedging income or hold hedging assets having excess value in relation to total assets, which would result in IMH's disqualification as a REIT or, in the case of excess hedging income, the payment of a penalty tax for failure to satisfy certain REIT income tests under the Code, provided such failure was for reasonable cause. See "Federal Income Tax Considerations."

In addition, hedging involves transaction and other costs, and such costs increase dramatically as the period covered by the hedging protection increases and also increase in periods of rising and fluctuating interest rates. Therefore, the Company may be prevented from effectively hedging its interest rate risks, without significantly reducing the Company's return on equity.

SERVICING AND MASTER SERVICING

ICIFC currently acquires substantially all of its mortgage loans on a "servicing released" basis and thereby acquires the servicing rights. ICIFC subcontracts all of its servicing obligations under such loans to ICII pursuant to a sub-servicing agreement. The Company believes that the terms of such agreement are comparable to industry standards. In the first quarter of 1996, ICII contracted to sell substantially all of its mortgage servicing portfolio and began to eliminate a substantial portion of its mortgage servicing department. In response to ICII's decision to exit the mortgage servicing business, ICIFC is in the process of negotiations with another third party sub-servicer. ICIFC expects that the transfer of servicing responsibilities will take place in June 1996. However, there are no assurances that ICIFC will be able to complete the transfer by this date. Servicing includes collecting and remitting loan payments, making required advances, accounting for principal and interest, holding escrow or impound funds for payment of taxes and insurance, if applicable, making required inspections of the mortgaged property, contacting delinquent borrowers and supervising foreclosures and property dispositions in the event of unremedied defaults in accordance with the Company's guidelines. Servicing fees generally range from 0.25% to 0.375% per annum on the declining principal balances of the loans serviced.

The following table sets forth certain information regarding the ICIFC's servicing portfolio of loans for the periods shown.

	THREE MONTHS ENDED MARCH 31, 1996	PERIOD FROM NOVEMBER 20, 1995 THROUGH DECEMBER 31, 1995

	(IN MILLIONS)	
Beginning servicing portfolio.....	\$ 512.1	\$ -- (1)
Loans added to the servicing portfolio....	280.5	540.6
Loans sold servicing released and principal paydowns.....	(140.7)	(28.5)
	-----	-----
Ending servicing portfolio.....	\$ 651.9	\$ 512.1
	=====	=====

(1) Pursuant to the Contribution Transaction, ICII retained ICIFC's servicing portfolio at November 20, 1995.

In the future, ICIFC expects to offer its sellers of mortgage loans the right to retain servicing. In the case of servicing retained mortgage loans the Company will enter into agreements (the "Servicing Agreements") with the sellers of mortgage loans, to service the mortgage loans they sell to the Company. Each Servicing Agreement will require the servicer to service the Company's mortgage loans in a manner generally consistent with FNMA and FHLMC guidelines and procedures and with any servicing guidelines promulgated by the Company. Each servicer will collect and remit principal and interest payments, administer mortgage escrow accounts, submit and pursue insurance claims and initiate and supervise foreclosure proceedings on the mortgage loans so serviced. Each servicer will also provide accounting and reporting services required by the Company for such loans. The servicer will be required to follow such collection procedures as are customary in the industry. The servicer may, at its discretion, arrange with a defaulting borrower a schedule for the liquidation of delinquencies, provided primary mortgage insurance coverage is not adversely affected. Each Servicing Agreement will provided that the servicer may not assign any of its obligations with respect to the mortgage loans serviced for the Company, except with the Company's consent. At March 31, 1996, ICIFC had no servicers or sub-servicers other than ICII.

Each servicer will be required to pay all expenses related to the performance of its duties under its Servicing Agreement. The servicer will be required to make advances of principal and interest, taxes and required insurance premiums that are not collected from borrowers with respect to any mortgage loan, only if the servicer determines that such advances are recoverable from the mortgagor, insurance proceeds or other sources with respect to such mortgage loan. If such advances are made, the servicer generally will be reimbursed prior to the Company receiving the remaining proceeds. The servicer also will be entitled to reimbursement by the Company for expenses incurred by it in connection with the liquidation of defaulted mortgage loans and in connection

with the restoration of mortgaged property. If claims are not made or paid under applicable insurance policies or if coverage thereunder has ceased, the Company suffers a loss to the extent that the proceeds from liquidation of the mortgaged property, after reimbursement of the servicer's expenses in the sale, are less than the principal balance of the related mortgage loan. The servicer will be responsible to the Company for any loss suffered as a result of the servicer's failure to make and pursue timely claims or as a result of actions taken or omissions made by the servicer which cause the policies to be canceled by the insurer. Each servicer will be required to represent and warrant that the mortgage loans it services comply with any loan servicing guidelines promulgated by the Company and agree to repurchase, at the request of the Company, any mortgage loan it services in the event that the servicer fails to make such representations or warranties or any such representation or warranty is untrue.

The Company will terminate a Servicing Agreement with any servicer upon the happening of one or more of the events specified in the Servicing Agreement. Such events relate generally to the servicer's proper and timely performance of its duties and obligations under the Servicing Agreement and the servicer's financial stability. In addition, the Company will have the right to terminate any Servicing Agreement without cause upon 30 days' notice and upon payment of a termination fee that is competitive with that which is obtainable generally in the industry. The termination fee will be based on the aggregate outstanding principal amount of the loans then serviced under the agreement. With respect to mortgage loans that support CMOs or other mortgage-backed securities, the Company may not be able to terminate a servicer without the approval of the trustee or bond insurer for such securities.

As is customary in the mortgage loan servicing industry, servicers are entitled to retain any late payment charges, penalties and assumption fees collected in connection with the mortgage loans. The servicers receive any benefit derived from interest earned on collected principal and interest payments between the date of collection and the date of remittance to the Company and from interest earned on tax and insurance impound funds. The servicer will be required to remit to the Company no later than the 18th day of each month all principal and interest due from borrowers on the first day of such month.

ICIFC will generally perform the function of master servicer with respect to mortgage loans it sells or securitizes. The master servicer's function includes collecting loan payments from servicers of loans and remitting loan payments, less master servicing fees receivable and other fees, to a trustee or other purchaser for each series of mortgage-backed securities or loans master serviced. In addition, as master servicer, ICIFC monitors compliance with its servicing guidelines and is required to perform, or to contract with a third party to perform, all obligations not adequately performed by any servicer. A master servicer typically employs servicers to carry out servicing functions. Servicers typically perform servicing functions for the master servicer as independent contractors. ICIFC is the master servicer for the \$175.4 million fixed rate REMIC security it issued in February 1996. In addition, ICIFC acts as the servicer or master servicer for all loans acquired by the Long-Term Investment Operations. The master servicer's responsibility with respect to the Long-Term Investment Operations' mortgage investment portfolio is to provide management, guidance, valuation and accounting.

As compensation for master servicing services performed to IMH, ICIFC charges a monthly fee of 0.02% based on the outstanding principal balance of each such loan master serviced by it as of the last day of each month. ICIFC has represented to IMH that this fee is competitive with that which is obtainable generally in the industry. With respect to its function as a servicer for IMH, ICIFC and IMH entered into a Servicing Agreement effective on November 20, 1995 having terms substantially similar to those described above.

The following table shows the Company's delinquency statistics for its servicing portfolio for the periods presented.

	AT MARCH 31, 1996		AT DECEMBER 31, 1995	
	NUMBER OF LOANS	% OF PORTFOLIO	NUMBER OF LOANS	% OF PORTFOLIO
Loans delinquent for:				
30-59 days.....	84	1.83%	26	0.74%
60-89 days.....	7	0.15	--	--
90 days+.....	2	0.04	--	--
	---	----	---	----
Total Delinquencies.....	93	2.02%	26	0.74%
	===	====	===	====

The loans purchased by the Company since the Contribution Transaction and thereafter securitized and sold in the secondary market have not been outstanding for any periods comencing earlier than November 20, 1995. Consequently, the Company's delinquency and foreclosure experience to date may not be indicative of future results.

During periods of declining interest rates, prepayments of mortgage loans increase as homeowners look to refinance at lower rates, resulting in a decrease in the value of the servicing portfolio. Mortgage loans with higher interest rates are more likely to result in prepayments. For a discussion regarding how prepayments may affect the Company's operations, see "Risk Factors--Changes in Interest Rates; Prepayment Risks." The following table sets forth certain information regarding the number of and aggregate principal balance of the mortgage loans serviced by the Company, including both fixed and adjustable rate loans, at various mortgage interest rates.

	AT MARCH 31, 1996			AT DECEMBER 31, 1995		
	NUMBER OF LOANS	AGGREGATE PRINCIPAL BALANCE	WEIGHTED AVERAGE INTEREST RATE	NUMBER OF LOANS	AGGREGATE PRINCIPAL BALANCE	WEIGHTED AVERAGE INTEREST RATE
	(DOLLARS IN THOUSANDS)			(DOLLARS IN THOUSANDS)		
Less than 5%.....	4	\$ 503	4.79%	--	\$ --	-- %
5.00-5.49.....	5	693	5.18	--	--	--
5.50-5.99.....	7	1,305	5.75	6	976	5.74
6.00-6.49.....	95	13,458	6.20	84	12,014	6.22
6.50-6.99.....	112	17,074	6.72	85	13,693	6.68
7.00-7.49.....	199	38,140	7.22	146	29,157	7.22
7.50-7.99.....	563	103,955	7.71	505	96,681	7.71
8.00-8.49.....	793	141,134	8.21	727	132,122	8.20
8.50-8.99.....	1,343	215,596	8.70	797	133,324	8.70
9.00-9.49.....	349	48,120	9.15	218	33,031	9.17
9.50-9.99.....	172	23,314	9.67	108	16,939	9.68
10.00-10.49.....	69	7,477	10.17	49	6,240	10.14
10.50-10.99.....	73	7,955	10.67	55	6,832	10.66
11.00-11.49.....	18	2,080	11.16	11	1,481	11.11
11.50+.....	796	31,068	13.38	742	29,633	13.53
	4,598	\$651,872	8.57%	3,533	\$512,127	8.58%
	=====	=====		=====	=====	

The following table sets forth the geographic distribution of the Company's servicing portfolio.

	AT MARCH 31, 1996			AT DECEMBER 31, 1995		
	NUMBER OF LOANS	% OF		NUMBER OF LOANS	% OF	
		AGGREGATE PRINCIPAL BALANCE	AGGREGATE PRINCIPAL BALANCE		AGGREGATE PRINCIPAL BALANCE	AGGREGATE PRINCIPAL BALANCE
	(DOLLARS IN THOUSANDS)			(DOLLARS IN THOUSANDS)		
California.....	2,573	\$422,034	64.74%	2,175	\$356,931	69.70%
Florida.....	383	39,684	6.09	181	19,958	3.90
New Jersey.....	247	31,507	4.83	152	18,848	3.68
Washington.....	204	23,522	3.61	186	21,522	4.20
Oregon.....	202	21,933	3.36	159	17,433	3.40
Colorado.....	167	22,523	3.46	155	20,634	4.03
New York.....	107	14,929	2.29	39	5,663	1.11
Utah.....	92	7,440	1.14	71	5,404	1.06
Nevada.....	80	9,915	1.52	41	4,458	0.87
Maryland.....	76	7,864	1.21	64	6,008	1.17
Arizona.....	75	7,042	1.08	60	5,648	1.10
Illinois.....	36	4,510	0.69	13	1,394	0.27
Georgia.....	33	3,521	0.54	18	2,144	0.42
Hawaii.....	26	4,137	0.63	23	3,499	0.68
Texas.....	23	2,862	0.44	12	1,391	0.27
Virginia.....	22	2,044	0.31	17	1,448	0.28
Massachusetts.....	15	1,885	0.29	8	1,377	0.27
Others (1).....	237	24,520	3.77	159	18,367	3.59
	-----	-----	-----	-----	-----	-----
	4,598	\$651,872	100.0%	3,533	\$512,127	100.0%
	=====	=====	=====	=====	=====	=====

(1) No other state accounted for greater than 1% of the Company's mortgage loan servicing portfolio.

REGULATION

The rules and regulations applicable to the Conduit Operations, among other things, prohibit discrimination and establish underwriting guidelines that include provisions for inspections and appraisals, require credit reports on prospective borrowers and fix maximum loan amounts. Mortgage loan acquisition activities are subject to, among other laws, the Equal Credit Opportunity Act, Federal Truth-in-Lending Act and the Real Estate Settlement Procedures Act and the regulations promulgated thereunder that prohibit discrimination and require the disclosure of certain basic information to mortgagors concerning credit terms and settlement costs.

Subsequent to November 20, 1995, ICIFC applied and became an approved FNMA seller/servicer. ICIFC is currently in the process of applying with FHLMC to become an approved FHLMC seller/servicer. Upon approval, the Conduit Operations will be subject to the rules and regulations of FNMA and FHLMC with respect to acquiring, processing, selling and servicing conforming mortgage loans. In addition, ICIFC will be required annually to submit to FNMA and FHLMC audited financial statements, and each regulatory entity has its own financial requirements for sellers/servicers. For any conforming mortgage loan activities, ICIFC's affairs would also be subject to examination by FNMA and FHLMC at any time to assure compliance with the applicable regulations, policies and procedures.

In addition, the elimination of or a substantial reduction in the current home mortgage interest tax deduction could curtail mortgage loan originations, which could materially adversely affect the Company's results of operations and financial condition.

Additionally, there are various state and local laws and regulations affecting the Conduit Operations. ICIFC is licensed in those states requiring such a license. Mortgage operations also may be subject to applicable state usury statutes. The Company is presently in material compliance with all material rules and regulations to which it is subject.

COMPETITION

In purchasing non-conforming mortgage loans and issuing securities backed by such loans, the Company competes with established mortgage conduit programs, investment banking firms, savings and loan associations, banks, thrift and loan associations, finance companies, mortgage bankers, insurance companies, other lenders and other entities purchasing mortgage assets. Continued consolidation in the mortgage banking industry may also reduce the number of current sellers to the Conduit Operations, thus reducing the Company's potential customer base, resulting in ICIFC's purchasing a larger percentage of mortgage loans from a smaller number of sellers. Such changes could negatively impact the Conduit Operations. Mortgage-backed securities issued by the Conduit Operations and the Long-Term Investment Operations face competition from other investment opportunities available to prospective investors.

The Company faces competition in its Conduit Operations and Warehouse Lending Operations from other financial institutions, including but not limited to banks and investment banks. Many of the institutions with which the Company competes in its Conduit Operations and Warehouse Lending Operations have significantly greater financial resources than the Company.

The Company's operations may be affected by the activities of ICII and its affiliates. As an end-investor in non-conforming mortgage loans, SPTL may compete with the Company as this activity is not restricted by the Non-Compete Agreement. Also, Southern Pacific Funding Corporation is a wholly-owned subsidiary of ICII whose business is primarily to act as a wholesale originator and a bulk purchaser of non-conforming mortgage loans. These activities are not restricted by the Non-Compete Agreement. In addition, after the expiration of the Non-Compete Agreement, ICII or any 25% entity may compete with the Company's Long-Term Investment Operations, the Conduit Operations and the Warehouse Lending Operations. While the Company believes such activities will not have a material adverse effect on the Company's operations there can be no assurance of this.

EMPLOYEES

As of March 31, 1996, ICIFC and IWLG employed 60 and three persons, respectively. However, as part of the transition from a division or subsidiary of ICII to ICIFC, some employees are shared by both entities although ICII and ICIFC expect such sharing to end prior to December 31, 1996. Expenses associated with these employees are shared by both parties in relation to the time spent working for each entity. The Company believes that relations with its employees are good. The Company is not a party to any collective bargaining agreement.

FACILITIES

The Company's executive offices and administrative facilities occupy approximately 10,000 square feet of space in Santa Ana Heights, California. The Company subleases its facilities from ICII pursuant to a sublease agreement expiring in 2002 at an aggregate monthly rental of approximately \$12,900. The terms of the sublease allow for increases in rent as dictated by the master lease. Management believes that the terms of the sublease are at least as favorable as could have been obtained from an unaffiliated third party. Management believes that these facilities are adequate for the Company's foreseeable needs and that alternate space at comparable rental rates is available, if necessary.

LEGAL PROCEEDINGS

ComUnity National Asset Corporation, a Maryland corporation v. Thomas O. Markel, Jr., an individual; Homemac Mortgage Bankers, a business association of unknown form; Homemac Corporation, a California corporation; Homemac Finance Corporation; Homemac Institutional Mortgage Corporation, a California corporation; Imperial Credit Mortgage Holdings, Inc., a Maryland corporation; and DOES 1 through 100, inclusive, Orange County Superior Court Case No. 761786.

On April 1, 1996, ComUnity National Asset Corporation ("ComUnity") filed a lawsuit in Orange County Superior Court against Thomas O. Markel, Jr., several Homemac entities, and IMH. The complaint seeks damages for statutory and common law misappropriation of trade secrets, restitution for unfair competition, damages for negligence and conversion.

ComUnity seeks damages in an unspecified amount, but in no event less than \$200,000, alleging that said amount is not less than the amount spent and/or obligations incurred by ComUnity in setting up its business and organizational plan to become a REIT dealing primarily in B and C grade mortgage loans and to take ComUnity public in an initial public offering, together with punitive damages. ComUnity is also seeking attorneys' fees and costs. ComUnity alleges that IMH wrongfully received consideration in the form of, among other things, reduced expenses and legal fees, salary, wages, stock options, and other forms of consideration arising out of the commercial exploitation of ComUnity confidential information, and that ComUnity is also entitled to an order of restitution compelling IMH and the other defendants to pay to ComUnity all profits from the commercial exploitation of information allegedly received from ComUnity. The Company believes that the complaint is without merit and intends to vigorously defend the action.

Other than the foregoing, the Company is not a party to any material legal proceedings.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

DIRECTORS AND EXECUTIVE OFFICERS

The Company was incorporated in the State of Maryland on August 28, 1995. The following table sets forth certain information with respect to the directors and executive officers of IMH, ICIFC and IWLG:

NAME	AGE	POSITION
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H. Wayne Snavely.....	54	Chairman of the Board of IMH
Joseph R. Tomkinson.....	48	Vice Chairman of the Board and Chief Executive Officer of IMH and Chairman of the Board and Chief Executive Officer of ICIFC and IWLG
William S. Ashmore.....	46	President and Chief Operating Officer of IMH and Executive Vice President and a Director of ICIFC and IWLG
Richard J. Johnson.....	34	Senior Vice President, Chief Financial Officer, Treasurer and Secretary of IMH, ICIFC and IWLG and a Director of ICIFC
Mary C. Glass.....	42	Vice President of IMH and Senior Vice President, Operations, of ICIFC and IWLG
James Walsh+.....	45	Director of IMH
Frank P. Filippis+.....	48	Director of IMH
Stephan R. Peers+.....	43	Director of IMH

- - - - -
+Unaffiliated Director

H. WAYNE SNAVELY has been the Chairman of the Board of IMH since its formation. He has been Chairman of the Board and Chief Executive Officer of ICII since December 1991. Mr. Snavely is also Chairman of the Board of ICAI, the Manager. He has been a Director of Imperial Bancorp and Imperial Bank since 1993, and was also a director of Imperial Bank from 1975 to 1983. From 1983 to February 1991, Mr. Snavely served as Executive Vice President of Imperial Bancorp and Imperial Bank with direct management responsibility for the following bank subsidiaries and divisions: Imperial Bank Mortgage, Southern Pacific Thrift and Loan, Imperial Trust Company, Wm. Mason & Company, Imperial Ventures, Inc. and The Lewis Horwitz Organization. From 1983 through 1986, Mr. Snavely was employed as Chief Financial Officer of Imperial Bancorp and Imperial Bank.

JOSEPH R. TOMKINSON has been the Vice Chairman of the Board and Chief Executive Officer of IMH and the Chairman of the Board and Chief Executive Officer of ICIFC and IWLG since their formation. Mr. Tomkinson is also Vice Chairman of the Board of ICAI, the Manager. Mr. Tomkinson served as President of ICII from January 1992 to February 1996 and from 1986 to January 1992 he was President of Imperial Bank Mortgage, a subsidiary of Imperial Bank, one of the companies that combined to become ICII in 1992. Mr. Tomkinson has been a Director of ICII since December 1991. From 1984 to 1986, he was employed as Executive Vice President of Loan Production for American Mortgage Network, a privately owned mortgage banker. Mr. Tomkinson brings 21 years of combined experience in real estate, real estate financing and mortgage banking to the Company.

WILLIAM S. ASHMORE has been the President and Chief Operating Officer of IMH and Executive Vice President and a Director of ICIFC and IWLG since their formation. Mr. Ashmore is also Executive Vice President and a Director of ICAI, the Manager. From August 1993 to February 1996, he was Executive Vice President and a Director of Secondary Marketing at ICII, having been its Senior Vice President of Secondary Marketing since January 1988. From 1985 to 1987, he was Chief Executive Officer and Vice Chairman of the Board of Century National Mortgage Corporation, a wholesale mortgage banking company. From 1978 to 1985, Mr. Ashmore was the President and co-owner of Independent Homes Real Estate Company, which evolved in 1980 into a mortgage banking firm that was sold to Century National Bank in 1985. Mr. Ashmore has over 20 years of combined experience in real estate, real estate financing and mortgage banking.

RICHARD J. JOHNSON has been Senior Vice President, Chief Financial Officer, Treasurer and Secretary of IMH, IWLG, and ICIFC since their formation. In March of 1996, Mr. Johnson was appointed as a director of ICIFC. From March 1995 to March 1996, Mr. Johnson was the Chief Financial Officer of ICAI, the Manager. From September 1992 to March 1995, Mr. Johnson was Senior Vice President and Chief Financial Officer of ICII. From November 1989 to September 1992, Mr. Johnson was Vice President and Controller of ICII. From February 1988 to October 1989, he was Vice President and Chief Financial Officer of Bayhill Service Corporation, a mortgage banking company, and Vice President of Capital Savings and Loan, the parent of Bayhill Service Corporation. From January 1987 to February 1988, Mr. Johnson was Vice President of Finance for Merrill Lynch Huntoon Paige, Inc., a mortgage banking subsidiary of Merrill Lynch Capital Markets. Mr. Johnson is a Certified Public Accountant.

MARY C. GLASS has been Vice President of IMH and Senior Vice President, Operations of ICIFC and IWLG since their formation. From April 1995 through November 1996, Ms. Glass was the Senior Vice President and Managing Director of Imperial Capital Markets Group, a division of ICII, and from February 1993 to April 1995, she was Senior Vice President of ICIFC, a division of ICII. From 1991 through 1993, Ms. Glass acted as a mortgage banking consultant. From 1990 through 1991, she was an Executive Vice President at PriMerit Mortgage Corporation. From 1988 to 1990, Ms. Glass was the President of SCS Mortgage. From September 1984 through September 1988, Ms. Glass was Senior Vice President of Concor Financial Services.

JAMES WALSH has been a Director of the Company since August 1995. Mr. Walsh is an executive vice president of Walsh Securities, Inc. where he directs mortgage loan production, sales and securitization. Mr. Walsh was an executive of Donaldson, Lufkin and Jenrette Securities Corporation from January 1989 through March 1996 where he oversaw residential mortgage securitization, servicing brokerage and mortgage banking services. From February 1987 to December 1988, Mr. Walsh was an executive in the mortgage banking department at Bear Stearns & Company. From December 1985 to February 1987, Mr. Walsh was a senior banking officer at Carteret Savings Bank.

FRANK P. FILIPPS has been a Director of the Company since August 1995. Mr. Filippis was elected President of CMAC Investment Corporation and Chairman, President and Chief Executive Officer of Commonwealth Mortgage Assurance Company ("CMAC") in January 1995. Mr. Filippis joined CMAC in 1992 as Senior Vice President and Chief Financial Officer, where he was responsible for the company's financial, investment and data processing operations, as well as the legal and human resources functions. In 1994, Mr. Filippis was promoted to Executive Vice President and Chief Operating Officer for both CMAC Investment Corporation and CMAC, where his additional responsibilities included the company's sales, marketing, underwriting and risk management. In 1975, Mr. Filippis joined American International Group, and from 1989 to 1992, he was Vice President and Treasurer. Prior to that, he was a Second Vice President for Chase Manhattan Bank, N.A., in New York.

STEPHAN R. PEERS has been a Director of the Company since October 1995. Since April 1993, Mr. Peers has been an Executive Vice President of International Strategic Finance Corporation, Ltd., where he performs corporate finance services for overseas issuers. From April 1989 to April 1993, Mr. Peers was a Vice President in corporate finance at Montgomery Securities where he specialized in financial services institutions. From March 1987 to March 1989, Mr. Peers was a Vice President at The First Boston Corporation in mortgage finance specializing in mortgage related products. Mr. Peers has served as a Managing Director of Resource Bancshares Corporation since August 1995.

All directors are elected at each annual meeting of the Company's stockholders for a term of one year, and hold office until their successors are elected and qualify. Replacements for vacancies occurring among the Unaffiliated Directors will be elected by a majority vote of the remaining Directors, including a majority of the Unaffiliated Directors. All officers serve at the discretion of the Board of Directors. The Company pays an annual director's fee to each Unaffiliated Director equal to \$20,000 and reimburses such Directors' costs and expenses for attending Board meetings.

LIMITATION OF LIABILITY AND INDEMNIFICATION

The MGCL permits a Maryland corporation to include in its Charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (a) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty established by a final judgment as being material to the cause of action. The Charter of the Company contains such a provision, which eliminates such liability to the maximum extent permitted by the MGCL.

The Charter of the Company authorizes it, to the maximum extent permitted by Maryland law, to obligate itself to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (a) any present or former director or officer or (b) any individual who, while a director of the Company and at the request of the Company, serves or has served another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director, officer, partner or trustee of such corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The Bylaws of the Company obligate it, to the maximum extent permitted by Maryland law, to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (a) any present or former director or officer who is made a party to the proceeding by reason of his service in that capacity or (b) any individual who, while a director of the Company and at the request of the Company, serves or has served another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director, officer, partner or trustee of such corporation, partnership, joint venture, trust, employee benefit plan or other enterprise and who is made a party to the proceeding by reason of his service in that capacity. The Charter and Bylaws also permit the Company to indemnify and advance expenses to any person who served a predecessor of the Company in any of the capacities described above and to any employee or agent of the Company or a predecessor of the Company.

The MGCL requires a corporation (unless its Charter provides otherwise, which the Company's Charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he is made a party by reason of his service in that capacity. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation. In addition, the MGCL requires the Company, as a condition to advancing expenses, to obtain (a) a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for indemnification by the Company as authorized by the Bylaws and (b) a written undertaking by him or on his behalf to repay the amount paid or reimbursed by the Company if it shall ultimately be determined that the standard of conduct was not met. The Company has entered into indemnification agreements with all of its officers and directors which provide for the indemnification of such officers and directors to the fullest extent permitted under Maryland law. Insofar as indemnification by the Company for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the indemnity agreements referenced herein or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

EXECUTIVE COMPENSATION

From November 20, 1995 to December 31, 1995, none of the executive officers of the Company earned more than \$100,000 in total compensation. However, the following table contains information on the annual cash compensation to be paid to the executive officers of the Company for the year ending December 31, 1996 for services rendered.

NAME OF INDIVIDUAL -----	CAPACITIES IN WHICH SERVED -----	CASH COMPENSATION (1) -----
Joseph R. Tomkinson	Vice Chairman of the Board and Chief Executive Officer of IMH and Chairman of the Board and Chief Executive Officer of ICIFC and IWLG	\$250,000 (2)(3)(4)
William S. Ashmore	President and Chief Operating Officer of IMH and Executive Vice President of ICIFC and IWLG	\$200,000 (2)(3)(4)
Richard J. Johnson	Senior Vice President, Chief Financial Officer, Treasurer and Secretary of IMH, ICIFC and IWLG	\$100,000 (2)(3)
Mary C. Glass	Vice President of IMH and Senior Vice-President, Operations, of ICIFC and IWLG	\$ 90,000 (2)(3)

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- (1) Pursuant to the Management Agreement, the Company will reserve up to 1/5 of the Company's 25% Incentive Payment (see "Imperial Credit Advisors, Inc.--The Management Agreement--Management Fees") for distribution as bonuses to its employees in amounts to be determined by the Company's Board of Directors. Such payment shall be made in lieu of payment of a like amount to the Manager under the Management Agreement.
 - (2) On November 20, 1995, each of the persons in the above table entered into a five-year employment agreement at an annual salary as stated in the table, subject to adjustment for inflation, plus bonuses described in footnote (3) and in the case of Messrs. Tomkinson and Ashmore those additional bonuses described in footnote (4).
 - (3) Each of the persons in the above table is entitled to be paid a quarterly bonus equal to the aggregate dividend such person would have received from the Company on all shares of Common Stock underlying unexercised stock options held by such person which were outstanding as of the date of the Initial Public Offering and on the date of payment of said bonus, provided however that (i) quarterly bonuses will be paid for each of the first three quarters of calendar 1996 only if the dividend that would be payable by the Company on shares of its Common Stock for the subject quarter after payment of all such quarterly bonuses equals or exceeds ten percent (10%) (on an annualized basis) of \$13.00, (ii) quarterly bonuses will be paid for the next four calendar quarters thereafter only if the dividend that would be payable by the Company on shares of its Common Stock for the subject quarter after payment of all such quarterly bonuses equals or exceeds fifteen percent (15%) (on an annualized basis) of \$13.00 and (iii) quarterly bonuses will be paid for each calendar quarter thereafter, if the dividend that would be payable by the Company on shares of its Common Stock for the subject quarter equals or exceeds such level as determined by a majority of the Unaffiliated Directors. Such persons will not be required to refund any portion of such bonuses previously earned regardless of the level of dividends in subsequent quarters. For the three months ended March 31, 1996 Messrs. Tomkinson, Ashmore and Johnson and Ms. Glass received bonuses of \$37,050, \$19,500, \$9,750 and \$9,750, respectively.
 - (4) Messrs. Tomkinson and Ashmore are each entitled to performance and profitability bonuses, in no event to exceed their respective base salaries. For the three months ended March 31, 1996 Messrs. Tomkinson and Ashmore received bonuses of \$73,631 and \$29,772.

STOCK OPTIONS

The Company has adopted a Stock Option, Deferred Stock and Restricted Stock Plan (the "Stock Option Plan"), which provides for the grant of qualified incentive stock options ("ISOs") that meet the requirements of Section 422 of the Code, stock options not so qualified ("NQSOs") and deferred stock, restricted stock, stock

appreciation rights and limited stock appreciation rights awards ("Awards"). The Stock Option Plan is administered by a committee of directors appointed by the Board of Directors (the "Committee"). ISOs may be granted to the officers and key employees of the Company. NQSOs and Awards may be granted to the directors, officers and key employees of the Company or any of its subsidiaries, to the directors, officers and key employees of the Manager, or to the Manager itself, and to the directors, officers and key employees of ICIFC. The exercise price for any option granted under the Stock Option Plan may not be less than 100% (or 110% in the case of ISOs granted to an employee who is deemed to own in excess of 10% of the outstanding Common Stock) of the fair market value of the shares of Common Stock at the time the option is granted. The purpose of the Stock Option Plan is to provide a means of performance-based compensation in order to attract and retain qualified personnel and to provide an incentive to those whose job performance affects the Company. The effective date of the Stock Option Plan was August 31, 1995.

Subject to anti-dilution provisions for stock splits, stock dividends and similar events, the Stock Option Plan authorizes the grant of options to purchase, and Awards of, up to 400,000 shares. If an option granted under the Stock Option Plan expires or terminates, or an Award is forfeited, the shares subject to any unexercised portion of such option or Award will again become available for the issuance of further options or Awards under the Stock Option Plan. The Company intends to have a proposal on its agenda for its stockholders' meeting in July 1996 to increase the size of its Stock Option Plan by 400,000 shares.

Under the Stock Option Plan, the Company may make loans available to stock option holders, subject to Board of Directors' approval, in connection with the exercise of stock options granted under the Stock Option Plan. If shares of Common Stock are pledged as collateral for such indebtedness, such shares may be returned to the Company in satisfaction of such indebtedness. If so returned, such shares shall again be available for issuance in connection with future stock options and Awards under the Stock Option Plan.

Unless previously terminated by the Board of Directors, no options or Awards may be granted under the Stock Option Plan after August 31, 2005.

Options granted under the Stock Option Plan will become exercisable in accordance with the terms of the grant made by the Committee. Awards will be subject to the terms and restrictions of the award made by the Committee. The Committee has discretionary authority to select participants from among eligible persons and to determine at the time an option or Award is granted and, in the case of options, whether it is intended to be an ISO or a NQSO, and when and in what increments shares covered by the option may be purchased.

Under current law, ISOs may not be granted to any individual who is not also an officer or employee of the Company. To ensure that IMH qualifies as a REIT, the Stock Option Plan provides that no options may be granted under the Stock Option Plan to any person who, assuming exercise of all options held by such person, would own or be deemed to own more than 9.5% of the outstanding shares of Common Stock of IMH.

Each option must terminate no more than 10 years from the date it is granted (or 5 years in the case of ISOs granted to an employee who is deemed to own in excess of 10% of the combined voting power of the Company's outstanding Common Stock). Options may be granted on terms providing for exercise in whole or in part at any time or times during their respective terms, or only in specified percentages at stated time periods or intervals during the term of the option, as determined by the Committee.

The exercise price of any option granted under the Stock Option Plan is payable in full (1) in cash, (2) by surrender of shares of the Company's Common Stock already owned by the option holder having a market value equal to the aggregate exercise price of all shares to be purchased including, in the case of the exercise of NQSOs, restricted stock subject to an Award under the Stock Option Plan, (3) by cancellation of indebtedness owed by the Company to the option holder, (4) by a full recourse promissory note executed by the option holder, or (5) by any combination of the foregoing. The terms of any promissory note may be changed from time to time by the Board of Directors to comply with applicable Service or Commission regulations or other relevant pronouncements.

The Board of Directors may from time to time revise or amend the Stock Option Plan, and may suspend or discontinue it at any time. However, no such revision or amendment may impair the rights of any participant under any outstanding Award without his consent or may, without stockholder approval, increase the number of shares subject to the Stock Option Plan or decrease the exercise price of a stock option to less than 100% of fair market value on the date of grant (with the exception of adjustments resulting from changes in capitalization), materially modify the class of participants eligible to receive options or Awards under the Stock Option Plan, materially increase the benefits accruing to participants under the Stock Option Plan or extend the maximum option term under the Stock Option Plan.

The following table sets forth the stock options granted to the Company's current executive officers under the Stock Option Plan as of December 31, 1995:

INDIVIDUAL GRANTS						POTENTIAL REALIZABLE VALUE AT ASSUMED ANNUAL RATES OF STOCK PRICE APPRECIATION FOR OPTION TERM (4)	
NAME	NUMBER OF SHARES UNDERLYING OPTIONS GRANTED (1)	PERCENTAGE OF OPTIONS GRANTED TO EMPLOYEES	EXERCISE PRICE (\$/SH) (2)	EXPIRATION DATE (3)	-----		
					5%(\$)	10%(\$)	
Joseph R. Tomkinson.....	95,000	48.7%	11.25	8/30/2005	672,131	1,703,312	
William S. Ashmore.....	50,000	25.7	11.25	8/30/2005	353,753	896,480	
Richard J. Johnson.....	25,000	12.8	11.25	8/30/2005	176,877	448,240	
Mary C. Glass.....	25,000	12.8	11.25	8/30/2005	176,877	448,240	

- (1) Such stock options vest 100% on the third anniversary of the date of grant.
- (2) The exercise price for all options equals the fair market value of such shares at the date of grant as determined by the Committee.
- (3) Such stock options expire seven years from the date of vesting or earlier upon termination of employment.
- (4) Amounts reflect assumed rates of appreciation set forth in the Commission's executive compensation disclosure requirements.

The Company has granted to Messrs. Snavelly, Shugerman and Markel, officers or Directors of the Manager, options to purchase 20,000, 20,000, and 15,000 shares of Common Stock, respectively, at a per share exercise price of \$11.25, which was equal to the fair market value of such shares at the date of grant as determined by the Committee, with the same terms as the options set forth above. On the effective date of the Company's Initial Public Offering, the Company also granted to each of the Unaffiliated Directors options to purchase 15,000 shares of Common Stock at a per share exercise price equal to \$13.00, vesting 100% on the first anniversary of the date of grant.

401(K) PLAN

On the effective date of the Initial Public Offering, the Company commenced participation in the ICII contributory retirement plan ("401(k) Plan") for all full time employees with at least six months of service, which is designed to be tax deferred in accordance with the provisions of Section 401(k) of the Code. The 401(k) Plan provides that each participant may contribute from 2% to 14% of his or her salary, and the Company will contribute to the participant's plan account at the end of each plan year 50% of the first 4% of salary contributed by a participant. Under the 401(k) Plan, employees may elect to enroll on the first day of any month, provided that they have been employed for at least six months.

Subject to the rules for maintaining the tax status of the 401(k) Plan, an additional Company contribution may be made at the discretion of the Company, as determined by the Unaffiliated Directors. Should a discretionary contribution be made, the contribution would first be allocated to those employees deferring salaries in excess of 4%. The matching contribution would be 50% of any deferral in excess of 4% up to a maximum deferral of 8%. Should discretionary contribution funds remain following the allocation outlined above, any remaining Company matching funds would be allocated as a 50% match of employee contributions, on the first 4% of the employee's deferrals.

Company matching contributions will be made as of December 31st each year. No contributions for any period presented herein are considered by management to be material.

IMPERIAL CREDIT ADVISORS, INC.

THE MANAGER

The Manager, ICAI, is a recently formed corporation, which commenced operations as of January 23, 1995. Prior to November 20, 1995, ICAI had no prior experience in managing or operating a REIT. Each of the executive officers of the Manager has significant experience in purchasing, financing, servicing and investing in mortgage loans and mortgage securities; however, they have not previously managed a REIT. ICAI is a wholly-owned subsidiary of ICII.

The Company has elected an outside advisor and in particular an advisor associated with ICII in order to efficiently and economically coordinate, assist and manage the duties and responsibilities of the Company. The Company believes that ICAI is more adequately suited than the Company to provide or advise it with contract negotiation, market information, implementation of cost controls, asset/liability modeling and management, servicing systems and management information systems. In addition, the Company believes that ICAI is better equipped than the Company to manage human resources and facilities because ICAI and ICII, with which ICAI has entered into a submanagement agreement to perform such administrative services for the Company as ICAI deems necessary, has experienced teams in these areas. The Company believes that ICAI, as an affiliate of ICII, is particularly appropriate to act as the Company's advisor because ICAI provides continuity to those businesses contributed pursuant to the Contribution Transaction and because of ICII's familiarity with such businesses.

The address of the Manager is 20371 Irvine Avenue, Santa Ana Heights, California 92707, telephone (714) 474-8500.

DIRECTORS AND EXECUTIVE OFFICERS

The directors and executive officers of the Manager are as follows:

NAME ----	POSITION -----
H. Wayne Snavelly*	Chairman of the Board
Joseph R. Tomkinson*	Vice Chairman of the Board
Thomas O. Markel, Jr.	President and Director
William S. Ashmore*	Executive Vice President and Director
Stephen Shugerman	Executive Vice President
Glenn R. Wilson, Jr.	Director

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*Each of these persons also serve as directors or executive officers of the Company.

For biographical information on Messrs. Snavelly, Tomkinson, and Ashmore, see "Imperial Credit Mortgage Holdings, Inc.--Directors and Executive Officers."

THOMAS O. MARKEL, JR. has been President and a Director of ICAI since March 1995. He has been President and Chief Executive Officer of HomeMac Corporation since August 1993. Prior to August 1993, he had been Executive Vice President, Chief Operating Officer and a Director of HomeMac since 1990. Mr. Markel is also Chairman of the Board, Chief Executive Officer and a Director of Homeowners' Mortgage Acceptance Corporation, the parent of HomeMac Corporation, which is currently inactive. Since 1990, Mr. Markel has primarily been involved in activities related to the analysis, financing and acquisition of mortgage banking entities and related assets. From March 1986 to March 1990, Mr. Markel was a Senior Vice President of Lepercq Capital Partners, responsible for capital market activities in the Western United States. Mr. Markel is a member of the Mortgage Bankers Association Educational and Loan Administration and Legislative Committees.

STEPHEN SHUGERMAN has been Executive Vice President of ICAI since August 1995 and was a Director of ICAI from August 1995 through October 1995. Mr. Shugerman has been a Director of ICII since December 1991 and has been President of SPTL since June 1987. From June 1985 to May 1987, Mr. Shugerman was President

of ATI Thrift & Loan Association, a privately owned thrift and loan association, and, from 1979 to 1985, he was Senior Vice President of Imperial Thrift and Loan Association, a former subsidiary of Imperial Bank. Mr. Shugerman has recently served as president of the California Association of Thrift & Loan Companies.

GLENN R. WILSON, JR. has been a Director of ICAI since October 1995. He has been Chairman since May 1995, and President and Chief Executive Officer of Knutson Mortgage Corporation since June 1988. From February 1987 to June 1988, Mr. Wilson served as President and Chief Executive Officer of FirstTier Mortgage Company. From May 1985 through February 1987, Mr. Wilson served as President of the Government National Mortgage Association. Mr. Wilson has served on the Board of Governors of the Mortgage Bankers Association of America since March 1993.

MANAGEMENT AGREEMENT

The Company has entered into a Management Agreement with the Manager effective on November 20, 1995, for an initial term of one year. Successive extensions, each for a period not to exceed one year, may be made by agreement between the Company and the Manager. The Management Agreement may be terminated by the Company or the Manager without cause at any time upon 60 days' written notice. Any such termination or failure to extend by the Company without cause shall result in the payment of a termination or non-renewal fee to the Manager determined by an independent appraisal. In addition, the Company and the Manager will have the right to terminate the Management Agreement upon the occurrence of certain specified events, including a breach by the other party of any provision contained in the Management Agreement which remains uncured for 30 days. The Company may renew or terminate the Management Agreement by a majority vote of its Unaffiliated Directors or by a vote of the holders of a majority of the outstanding shares of Common Stock. The Manager may terminate the Management Agreement by a majority vote of its Board of Directors.

Since November 20, 1995 ICIFC has conducted its Conduit Operations under substantially identical principles, practices and policies employed when it was a subsidiary of ICII. The Manager oversees the operations of ICIFC to ensure that such principles, practices and policies are employed and followed.

The terms of the Management Agreement, including the management fees, were determined by arms-length discussion based upon what management of both ICAI and IMH believe are comparable with other advisory relationships and have been approved by the Board of Directors of ICAI and the Unaffiliated Directors of IMH. IMH's Bylaws provide that the Unaffiliated Directors shall determine at least annually that the compensation paid to the Manager is reasonable in relation to the nature and quality of the services performed by the Manager.

The Manager is at all times be subject to the supervision of the Company's Board of Directors and provides advisory services to the Company in accordance with the terms of the Management Agreement. The Manager is involved in three primary activities: (1) capital management--primarily the oversight of the Company's structuring, analysis, capital raising and investor relations activities; (2) asset management--primarily the analysis and oversight of the acquisition, management and disposition of Company assets; and (3) operations management--primarily the oversight of IMH's operating subsidiaries. Specifically, the Manager performs such services and activities relating to the assets and operations of the Company as may be appropriate, including:

- (1) serving as the Company's consultant with respect to formulation of investment criteria by its Board of Directors;
- (2) advising as to the issuance of commitments on behalf of the Company to purchase mortgage loans or purchasing mortgage loans and Agency Certificates meeting the investment criteria set from time to time by the Company's Board of Directors;
- (3) advising the Company in connection with and assisting in its Long-Term Investment Operations;
- (4) furnishing reports and statistical and economic research to the Company regarding the Company's activities and the services performed for the Company by the Manager;

(5) monitoring and providing to the Board of Directors on an on-going basis price information and other data, obtained from certain nationally-recognized dealers who maintain markets in mortgage loans identified by the Board of Directors from time to time, and providing data and advice to the Board of Directors in connection with the identification of such dealers;

(6) providing the executive and administrative personnel, office space and services required in rendering services to the Company;

(7) overseeing the day-to-day operations of IMH and supervising the performance of such other administrative functions necessary in the management of IMH as directed by the Board of Directors of IMH;

(8) advising on the negotiation of agreements on behalf of the Company with banking institutions and other lenders to provide for the short-term borrowing of funds by the Company;

(9) communicating on behalf of the Company with the holders of the equity and debt securities of the Company as required to satisfy the reporting and other requirements of any governmental bodies or agencies and to maintain effective relations with such holders;

(10) subject to an agreement executed by the Company, advising as to the designation of a servicer for those loans sold by ICIFC whereby ICIFC elected not to service such loans;

(11) counseling the Company in connection with policy decisions to be made by its Board of Directors; and

(12) upon request by and in accordance with the direction of the Board of Directors of the Company, investing or reinvesting any money of the Company.

The Manager has entered into a submanagement agreement with ICII to perform such administrative services for the Company as the Manager deems necessary. The Manager may enter into additional contracts with other parties, including ICII, to provide any such services for the Manager, which third party shall be approved by the Company's Board of Directors.

As of March 31, 1996, ICAI had a total of nine officers and directors dedicated to the oversight of the Company's operations.

MANAGEMENT FEES

The Manager is entitled to receive a per annum base management fee payable monthly in arrears of an amount equal to (1) 3/8 of 1% of Gross Mortgage Assets of IMH composed of other than Agency Certificates, conforming mortgage loans or mortgage-backed securities secured by or representing interests in conforming mortgage loans, plus (2) 1/8 of 1% of the remainder of Gross Mortgage Assets of IMH plus (3) 1/5 of 1% of the average daily asset balance of the outstanding amounts under IWLG's warehouse lending facilities. The term "Gross Mortgage Assets" means for any month the weighted average book value of the Mortgage Assets, before accumulated depreciation or bad debts or other similar noncash allowances, computed at the end of such month. For the three months ended March 31, 1996 and for the year ended December 31, 1995, the Manager earned \$426,000 and \$38,000 in management fees, respectively.

The Manager is entitled to receive as incentive compensation for each fiscal quarter, an amount equal to 25% of the Net Income of the Company, before deduction of such incentive compensation, in excess of the amount that would produce an annualized Return on Equity equal to the Ten Year U.S. Treasury Rate plus 2%. The term "Return on Equity" is calculated for any quarter by dividing the Company's Net Income for the quarter by its Average Net Worth for the quarter. For such calculations, the "Net Income" of the Company means the income of the Company determined in accordance with GAAP before the Manager's incentive compensation, the deduction for dividends paid and any net operating loss deductions arising from losses in prior periods. A deduction for all of the Company's interest expenses for borrowed money is also taken in calculating Net Income. "Average Net Worth" for any period means the arithmetic average of the sum of the gross proceeds

from any offering of its equity securities by the Company, before deducting any underwriting discounts and commissions and other expenses and costs relating to the offering, plus the Company's retained earnings (without taking into account any losses incurred in prior periods) computed by taking the daily average of such values during such period. The definition "Return on Equity" is only for purposes of calculating the incentive compensation payable, and is not related to the actual distributions received by stockholders. The 25% Incentive Payment to the Manager will be calculated quarterly in arrears before any income distributions are made to stockholders for the corresponding period. For the three months ended March 31, 1996 and for the year ended December 31, 1995, the Manager earned \$129,000 and zero, respectively, for the Manager's Incentive Payment.

Pursuant to the Management Agreement, the Company will reserve up to 1/5 of the Company's 25% Incentive Payment for distribution as bonuses to its employees in amounts to be determined by the Company's Board of Directors. Such payment shall be made in lieu of payment of a like amount to the Manager under the Management Agreement.

The Manager's base and incentive fees are calculated by the Manager within 60 days after the end of each calendar quarter, with the exception of the fourth quarter for which compensation will be computed within 30 days, and such calculation shall be promptly delivered to the Company. The Company is obligated to pay the base fee within 90 days after the end of each calendar quarter.

EXPENSES

Pursuant to the Management Agreement, the Company also pays all operating expenses except those specifically required to be borne by the Manager under the Management Agreement. The operating expenses generally required to be borne by the Manager include the compensation and other employment costs of the Manager's officers in their capacities as such and the cost of office space and out-of-pocket costs, equipment and other personnel required for oversight of the Company's operations. The expenses that will be paid by the Company will include issuance and transaction costs incident to the acquisition, disposition and financing of investments, regular legal and auditing fees and expenses of the Company, the fees and expenses of the Company's Directors, premiums for directors' and officers' liability insurance, premiums for fidelity and errors and omissions insurance, servicing and sub-servicing expenses, the costs of printing and mailing proxies and reports to stockholders, and the fees and expenses of the Company's custodian and transfer agent, if any. Reimbursements of expenses incurred by the Manager which are the responsibility of the Company are made monthly. For the three months ended March 31, 1996 and for the year ended December 31, 1995, there were no monies paid to the Manager as reimbursement of expenses.

STOCK OPTION PLAN

The Company has adopted the Stock Option Plan and the Manager and the directors, officers and employees of the Manager have been granted certain options or rights under the Stock Option Plan, and may in the future be granted additional options or rights under the Stock Option Plan. See "Imperial Credit Mortgage Holdings, Inc.--Stock Options."

LIMITS OF RESPONSIBILITY

Pursuant to the Management Agreement, the Manager does not assume any responsibility other than to render the services called for thereunder and is not responsible for any action of the Company's Board of Directors in following or declining to follow its advice or recommendations. The Manager, its directors, officers, shareholders and employees, reliable to the Company, any mortgage security issuer, any subsidiary of the Company, the Unaffiliated Directors, the Company's stockholders or any subsidiary's shareholders for acts performed in accordance with and pursuant to the Management Agreement, except by reason of acts or omissions constituting bad faith, willful misconduct, gross negligence or reckless disregard of their duties under the Management Agreement. The Manager is a recently formed company and does not have significant assets. Consequently, there can be no assurance that the Company would be able to recover any damages for claims it may have against the Manager. The Company has agreed to indemnify the Manager, and its directors, officers,

shareholders and employees with respect to all expenses, losses, damages, liabilities, demands, charges and claims arising from any acts or omissions of the Manager made in good faith in the performance of its duties under the Management Agreement. See "Risk Factors--Relationship with ICII and its Affiliates; Conflicts of Interest."

RELATIONSHIPS WITH AFFILIATES

ICII is a publicly traded company whose shares of common stock are listed on the Nasdaq National Market. ICAI, a wholly-owned subsidiary of ICII, is the Manager and provides advisory services to the Company in accordance with the terms of the Management Agreement. As previously described, the Company utilizes the mortgage banking experience, management expertise and resources of ICII and ICAI in conducting its business. At May 15, 1996, ICII and SPTL, its wholly owned subsidiary, owned in the aggregate 10.0% of the Common Stock of the Company. In addition, a number of Directors and officers of the Company and ICIFC also serve as Directors and/or officers of ICII and ICAI. See "Imperial Credit Mortgage Holdings, Inc." and "Imperial Credit Advisors, Inc." The Company currently utilizes ICII as a resource for loan servicing, technology, information services, human resources services, management information services and accounting. However, the amount of services provided by ICII are expected to decrease as the Company takes on certain of these responsibilities. As of March 31, 1996 ICII owned all of the voting common stock and a 1% economic interest in ICIFC, and IMH owned all of the non-voting preferred stock of ICIFC, representing 99% of the economic interest in ICIFC. ICII has the power to elect all of the directors of ICIFC and the ability to control the outcome of all matters for which the consent of the holders of the common stock of ICIFC is required.

With a view toward protecting the interests of the Company's stockholders, the Charter and the Bylaws of the Company provide that a majority of the Board of Directors (and a majority of each committee of the Board of Directors) must not be "Affiliates" of ICAI, as that term is defined in the Bylaws, and that the investment policies of the Company must be reviewed annually by a majority of the Unaffiliated Directors. Moreover, approval, renewal or termination of the Management Agreement requires the affirmative vote of a majority of the Unaffiliated Directors. The Management Agreement may be terminated by either the Company or the Manager upon 60 days' notice. Any such termination or failure to extend by the Company without cause shall result in the payment of a termination or non-renewal fee to the Manager determined by an independent appraisal. In addition, any transaction between the Company and any Affiliated Person requires the affirmative vote of a majority of the Unaffiliated Directors.

Certain activities of ICII and its affiliates may adversely affect the Company's operations. For a further description of such activities and the possible effects to the Company therefrom, including the terms and conditions of the Non-Compete Agreement and the Right of First Refusal Agreement, see "Certain Transactions--The Contribution Transaction" and "--Relationship with ICII and its Affiliates; Conflicts of Interest."

CERTAIN TRANSACTIONS

THE CONTRIBUTION TRANSACTION

On November 20, 1995, ICII contributed to ICIFC certain of the operating assets and certain customer lists of ICII's mortgage conduit operations including all of ICII's mortgage conduit operations' commitments to purchase mortgage loans subject to rate locks from correspondents (having a principal balance of \$44.3 million at November 20, 1995), in exchange for shares representing 100% of the common stock and 100% of the outstanding non-voting preferred stock of ICIFC. Simultaneously, on November 20, 1995, in exchange for 500,000 shares of Common Stock, ICII (1) contributed to IMH all of the outstanding non-voting preferred stock of ICIFC, which represents 99% of the economic interest in ICIFC, (2) caused SPTL to contribute to IMH certain of the operating assets and certain customer lists of SPTL's warehouse lending division, and (3) executed the Non-Compete Agreement and the Right of First Refusal Agreement, each having a term of two years from

November 20, 1995. Of the 500,000 shares issued pursuant to the Contribution Transaction, 450,000 shares were issued to ICII and 50,000 shares were issued to SPTL. All of the outstanding shares of common stock of ICIFC were retained by ICII. Lastly, IMH contributed all of the aforementioned operating assets of SPTL's warehouse lending operations contributed to it by SPTL to IWLG in exchange for shares representing 100% of the common stock of IWLG thereby forming it as a wholly owned subsidiary. At November 20, 1995, the net tangible book value of the assets contributed pursuant to the Contribution Transaction was \$525,000. ICII and SPTL retained all other assets and liabilities related to the contributed operations which at November 20, 1995 consisted mostly of \$11.7 million of MSRs, \$22.4 million of finance receivables and \$26.6 million in advances made by ICII and SPTL to fund mortgage conduit loan acquisitions and to fund finance receivables, respectively.

Pursuant to the Non-Compete Agreement, ICII, except as set forth below, and any 25% entity may not compete with the Warehouse Lending Operations and may not establish a network of third party correspondent loan originators or another end-investor in non-conforming mortgage loans. ICII has also agreed (1) that, in addition to any other remedy that may be available to the Company, it will sell all of the outstanding shares of common stock of ICIFC retained by ICII pursuant to the Contribution Transaction to any third party reasonably acceptable to the Company in the event that ICII or a 25% entity establishes a network of third party correspondent loan originators during the term of the Non-Compete Agreement and (2) that any sale by ICIFC of shares of its capital stock or sale or transfer by ICII of any shares of the common stock of ICIFC which ICII owns may only be made to a party reasonably acceptable to the Company. Pursuant to the Non-Compete Agreement, SPTL may continue to act as an end-investor in non-conforming mortgage loans and Southern Pacific Funding Corporation, a wholly-owned subsidiary of ICII, may continue its business, which is primarily to act as a wholesale originator and bulk purchaser of non-conforming mortgage loans. Pursuant to the Right of First Refusal Agreement, ICII has granted ICIFC a right of first refusal to purchase all non-conforming mortgage loans that ICII or any 25% entity originates or acquires and subsequently offers for sale and ICIFC has granted ICII, or any 25% entity designated by ICII, a right of first refusal to purchase all conforming mortgage loans that ICIFC acquires and subsequently offers for sale.

ARRANGEMENTS AND TRANSACTIONS WITH ICII

The Company and ICII have entered into agreements for the purpose of defining their ongoing relationships. These agreements have been developed in the context of a parent/subsidiary relationship and therefore are not the result of arms length negotiations between independent parties. It is the intention of the Company and ICII that such agreements and the transactions provided for therein, taken as a whole, are fair to both parties, while continuing certain mutually beneficial arrangements. However, there can be no assurance that each of such agreements, or the transactions provided for therein, have been effected on terms at least as favorable to the Company as could have been obtained from unaffiliated third parties.

The Company has entered into a sublease with ICII to lease a portion of its facilities as the Company's executive offices and administrative facilities. The Company believes that the terms of the sublease are at least as favorable as could have been obtained from an unaffiliated third party. For the three months ended March 31, 1996 and for the year ended December 31, 1995, \$38,700 and \$12,900, respectively, were paid by the Company to ICII under the sublease. See "Business--Facilities."

Additional or modified arrangements and transactions may be entered into by the Company, ICII, and their respective subsidiaries, in the future. Any such future arrangements and transactions will be determined through negotiation between the Company and ICII, and it is possible that conflicts of interest will be involved. The Unaffiliated Directors, consisting of directors independent of the Company, any manager of the Company (including ICAI) and ICII and its Affiliated Persons, must independently approve all transactions by and between the Company and ICII.

The following is a summary of certain arrangements and transactions between the Company and ICII.

TAX AGREEMENT

IMH has entered into an agreement (the "Tax Agreement") effective November 20, 1995 with ICII for the purposes of (1) providing for filing certain tax returns, (2) allocating certain tax liability and (3) establishing procedures for certain audits and contests of tax liability.

Under the Tax Agreement, ICII has agreed to indemnify and hold IMH harmless from any tax liability attributable to periods ending on or before November 20, 1995, in excess of such taxes as IMH has already paid or provided for. For periods ending after November 20, 1995, IMH will pay its tax liability directly to the appropriate taxing authorities. To the extent (1) there are audit adjustments that result in a tax detriment to IMH or (2) IMH incurs losses that are carried back to an earlier year and any such adjustment described in (1) or loss described in (2) results in a tax benefit to ICII or its affiliates, then ICII will pay to IMH an amount equal to the tax benefit as that benefit is realized. ICII will also agree to indemnify IMH for any liability associated with the contribution of the preferred stock of ICIFC and certain operational assets of SPTL's warehouse lending division or any liability arising out of the filing of a federal consolidated return by ICII or any return filed with any state or local counterpart liability. To the extent there are audit adjustments that result in any tax detriment to ICII or any of its affiliates with respect to any period ending on or before November 20, 1995, as a result thereof, IMH for any taxable period after November 20, 1995 realizes a tax benefit, then IMH shall pay to ICII the amount of such benefit at such time or times as IMH actually realizes such benefit.

ICII generally controls audits and administrative and judicial proceedings with respect to periods ending on or before November 20, 1995, although ICII cannot compromise or settle any issue that increases IMH's liability without first obtaining the consent of IMH. IMH generally controls all other audits and administrative and judicial proceedings.

SERVICES AGREEMENT

Prior to November 20, 1995, the predecessors of ICIFC and IWLG were historically allocated expenses of various administrative services provided by ICII. The costs of such services were not directly attributable to a specific division or subsidiary and primarily included general corporate overhead, such as accounting and cash management services, human resources and other administrative functions. These expenses were calculated as a pro rata share of certain administrative costs based on relative assets and liabilities of the division or subsidiary, which management believed was a reasonable method of allocation. The allocations of expenses for the period January 1, 1995 to November 19, 1995, the three months ended March 31, 1995, and for the years ended December 31, 1994 and 1993 were \$269,000, \$75,000, \$517,000, and \$459,000, respectively.

The Company and ICII have entered into a services agreement effective as of November 20, 1995 (the "Services Agreement") under which ICII provides various services to the Company, including data processing, human resource administration, general ledger accounts, check processing and payment of accounts payable. ICII charges fees for each of the services which it provides under the Services Agreement based upon usage. The Services Agreement has an initial term that ends on December 31, 1996 and is renewable annually thereafter. The Company may terminate the Services Agreement, in whole or in part, upon one month's written notice. As part of the services to be provided under the Services Agreement, ICII provides the Company with insurance coverage and self insurance programs, including health insurance. The charge to the Company for coverage will be based upon a pro rata portion of the costs to ICII for the various policies. Management believes that the terms of the Services Agreement are as favorable to the Company as could be obtained from independent third parties. For the three months ended March 31, 1996 and for the Interim Period, total expenses allocated to the Company related to these services were \$114,000 and \$29,000, respectively.

LOAN PURCHASE AND ADMINISTRATIVE SERVICES AGREEMENT

To facilitate the acquisition of mortgage loans and to monitor loans not serviced by ICIFC, the Company entered into an agreement (the "Loan Purchase and Administrative Services Agreement") with ICIFC effective as of November 20, 1995.

To assure a source of mortgage loans for the Long-Term Investment Operations, ICIFC granted the Company an option to purchase all non-conforming mortgage loans meeting the Company's investment criteria and policies. Commitments to acquire loans will obligate the Company to purchase such loans from ICIFC upon the closing and funding of the loans, pursuant to the terms and conditions specified in the commitment. Commitment fees to be paid by ICIFC in connection with the loans purchased by the Company shall be determined based on criteria established from time to time by ICIFC's Board of Directors, including a majority of the Unaffiliated Directors, at amounts which, in its judgment, are comparable to commitment fees then generally paid by other mortgage loan originators for loans of similar size and credit characteristics to those being acquired.

In the event that a commitment expires or is canceled because the underlying loan does not close, ICIFC may renegotiate and the Company may agree to purchase a new loan with the borrower. As to each renegotiated loan, ICIFC, after deducting its customary expenses for such loan, shall reduce the price of such loan sold to the Company by 50% of the excess, if any, of (i) the Company's then current effective price for a similar mortgage loan with an identical interest rate at the time of the renegotiation over (ii) ICIFC's realized price from the borrower for such mortgage loan. ICIFC will furnish reports to the Company on a periodic basis with respect to the calculation and amounts of such differentials retained by ICIFC.

To provide additional protection for the Company's investments, ICIFC monitors and administers the servicing of the Company's mortgage loans which it is not then servicing, other than loans pooled to secure the issuance of mortgage-backed securities. Such monitoring and administrative services include, but are not limited to, the following activities: serving as the Company's consultant with respect to the servicing of loans; collection of information and submission of reports pertaining to the mortgage loans and to monies remitted to ICIFC or the Company by servicers; periodic review and evaluation of the performance of each servicer to determine its compliance with the terms and conditions of each servicing agreement and, if deemed appropriate, recommending to the Company the termination of such servicing agreement; acting as a liaison between servicers and the Company and working with servicers to the extent necessary to improve their servicing performance; review of and recommendations as to fire losses, easement problems and condemnation, delinquency and foreclosure procedures with regard to the mortgage loans; review of servicers' delinquency, foreclosure and other reports on mortgage loans; supervising claims filed under any mortgage insurance policies; enforcing the obligation of any servicer to repurchase mortgage loans from the Company; and coordinating and overseeing the performance of the servicing of the mortgage loans by the servicers to ensure that the mortgage loans meet the Company's eligibility requirements.

Under the terms of the Loan Purchase and Administrative Services Agreement, ICIFC advances and remits to the Company any payment of principal and interest and any principal prepayments which another servicer fails to advance or remit on a timely basis, excluding certain nonrecoverable advances. In addition, if a servicer defaults in the performance of its servicing duties or, with the consent of the Company, assigns such duties to the Company, ICIFC assumes the servicing function of that servicer and all responsibilities set forth in the related servicing agreement, for the same fee the servicer was receiving at the time of such default.

Pursuant to the terms of the Loan Purchase and Administrative Services Agreement, ICIFC receives a monthly administrative services fee equal to 0.02% of the outstanding principal balance, as of the last day of the month for which the fee is paid, of the mortgage loans monitored and administered under the agreement on which principal and interest remittances for such month have been made in full to the Company. Additionally, ICIFC is paid for services rendered under any master servicing agreement which it may enter into with the Company or any subsidiary of the Company that has issued CMOs or other mortgage collateralized debt, an amount equal to 0.02% of the average CMO assets for each fiscal quarter. For the three months ended March 31, 1996 and the year ended December 31, 1995, no fees associated with the Loan Purchase and Administrative Service Agreement were paid or earned.

The Loan Purchase and Administrative Services Agreement remains in force until one year after the effective date of the Initial Public Offering and thereafter it will be automatically renewed unless written notice

is delivered by either the Company or ICIFC 30 days prior to the end of the term or any renewal term of the agreement.

The Company may terminate the Loan Purchase and Administrative Services Agreement upon 30 days' notice following the happening of one or more events specified in the agreement. Such events relate generally to ICIFC's proper and timely performance of its duties and obligations under the agreement. In addition, either party may terminate the Loan Purchase and Administrative Services Agreement without cause upon 30 days' notice.

OTHER TRANSACTIONS

MANAGEMENT AND SUB-SERVICING AGREEMENTS

ICAI, a wholly-owned subsidiary of ICII, oversees the day-to-day operations of the Company, subject to the supervision of the Company's Board of Directors, pursuant to the Management Agreement which became effective on November 20, 1995. For a description of the terms of the Management Agreement, see "Imperial Credit Advisors, Inc.--Management Agreement."

ICIFC acts as a servicer of mortgage loans acquired on a servicing released basis by the Company in its Long-Term Investment Operations pursuant to the terms of a Servicing Agreement which became effective on November 20, 1995. For a general description of the terms of such a Servicing Agreement, see "Business-- Servicing and Master Servicing." ICIFC subcontracts all of its servicing obligations under such loans to ICII pursuant to a sub-servicing agreement. The Company believes that the terms of such agreement are comparable to industry standards. In the first quarter of 1996, ICII contracted to sell substantially all of its mortgage servicing portfolio and eliminate a substantial portion of its mortgage servicing department. In response to ICII's decision to exit the mortgage servicing business, ICIFC is in the process of negotiations with another third party sub-servicer. ICIFC expects that the transfer of servicing responsibilities will take place in June 1996. However, there are no assurances that ICIFC will be able to complete the transfer by this date.

BULK MORTGAGE LOAN PURCHASES

During the three months ended March 31, 1996, ICIFC purchased from ICII bulk mortgage loans packages of 30-year fully amortizing six-month adjustable LIBOR and 30- and 15-year fixed rate first and second trust deed mortgages having a principal balance of \$164.2 million with net premiums paid of \$1.9 million. Servicing rights on all mortgage loans were released to ICIFC.

On December 5, 1995 and December 13, 1995, ICIFC purchased from ICII two bulk mortgage loan packages of 30-year fully amortizing six-month adjustable LIBOR and one-year adjustable Treasury Bill rate loans and 30- and 15-year fixed rate second trust deed mortgages with servicing rights on all mortgage loans released to ICIFC. The principal balances of the mortgages at the time of purchase was \$172.9 million, with net premiums paid of \$3.7 million.

On December 29, 1995, ICIFC purchased from SPTL two bulk mortgage loan packages of 30-year fully amortizing six-month adjustable LIBOR, one-year adjustable Treasury Bill rate loans and 30- and 15-year fixed rate fully amortizing mortgage loans. The principal balances of the loans in the servicing released and servicing retained bulk packages, respectively, at the time of purchase was \$328.5 million with net premiums paid of \$3.5 million.

ICIFC had a 90 day recourse period from the dates of the purchase from ICII and SPTL for any loan(s) that were 30 to 60 day delinquent and/or lead to foreclosure. In this case, ICII or SPTL will repurchase the loans from ICIFC within 15 days of written notice from ICIFC. As to loans that do not have a prepayment penalty that pay off within the first six months of purchase, ICII and SPTL will reimburse ICIFC the premium paid at purchase. ICIFC had 60 days from the date of purchases to complete its due diligence. Any loan that was found

by ICIFC during this period to not comply with ICIFC's underwriting guidelines, unless an exception is approved by ICIFC, is subject to repurchase by ICII and SPTL. ICII and SPTL will repurchase the loan(s) within 15 days of written notice from ICIFC and reimburse ICIFC any fee paid at purchase.

PURCHASE OF MORTGAGE-BACKED SECURITIES

On December 29, 1995, the Company purchased from SPTL DLJ Mortgage Acceptance Corp. Pass-Through Certificates Series 1995-4, Class B-1 and Class B-2 issued August 29, 1995. These certificates are backed primarily by a pool of certain conventional, 11th District Cost of Funds adjustable rate, one-to-four family, first lien mortgage loans, with terms to maturity of not more than 30 years. The mortgage loans underlying the certificates were originated or acquired by ICII. All of the mortgage loans are serviced by ICII in its capacity as master servicer. The Company purchased Class B-1 certificates having a current principal balance of \$4.8 million and Class B-2 certificates having a current principal balance of \$2.3 million, at a discount of \$1.0 million and \$0.7 million, respectively. The Class B-1 certificates are "B" rated and the Class B-2 are "BB" rated. There was no gain or loss recorded by either party as a result of this transaction.

PURCHASE OF OTHER INVESTMENTS

On December 29, 1995, IMH purchased a subordinated interest in a lease receivable securitization from Imperial Business Credit, Inc. ("IBC"), a wholly-owned subsidiary of ICII. The lease receivables underlying the security were originated by IBC. IMH purchased the subordinated lease receivables at the present value of estimated cash flows based on a discount rate of 12% amounting to a purchase price of \$8.4 million. As a result of this transaction, IBC recorded a gain of \$164,000. The discount rate used in determining the purchase price of the asset was confirmed by an independent third party.

On March 28, 1996, the Company purchased from ICII the beneficial interest in the Class A Trust Certificate for the Franchise Loan Receivable Trust 1995-B. The trust is securitized by loans originated by FMAC and secured by the franchisee's assets for the loan. The purchase price was \$2.8 million based upon a discount rate of 16%.

On March 8, 1996, the Company purchased from ICII \$5.0 million of its Senior Note obligations at a price of \$4.5 million plus accrued interest. The obligations are currently unregistered debt of ICII and cannot be traded or sold by the Company. ICII has agreed to register the notes under the Securities Act so the Company has the ability to sell them in the future.

The Company may, from time to time, enter into additional transactions in the ordinary course of business with institutions with which certain of the Unaffiliated Directors are employed.

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this Offering, the Company will have outstanding 6,750,000 shares of Common Stock, of which 500,000 shares are "restricted securities" as that term is defined in Rule 144, which will not become eligible for sale under Rule 144 until November 20, 1997, at the earliest. As described below, Rule 144 permits resales of restricted securities subject to certain restrictions. In general, under Rule 144 as currently in effect, a person (or persons whose shares are aggregated) who beneficially owned shares for at least two years, including any person who may be deemed an "affiliate" of the Company, would be entitled to sell within any three-month period a number of such shares that does not exceed the greater of 1% of the shares of the Company's Common Stock then outstanding or the average weekly trading volume in the Company's Common Stock during the four calendar weeks preceding the date on which notice of the sale is filed with the Commission. A person who is not deemed to have been an "affiliate" of the Company at any time during the three months immediately preceding a sale and who has beneficially owned shares for at least three years would be entitled to sell such shares under Rule 144 without regard to the volume limitation described above.

ICII, SPTL and certain stockholders, who own in the aggregate 500,000 shares of Common Stock, and the Company have agreed with the Underwriters that, for a period of 120 days following the commencement of this Offering, they will not sell, contract to sell or otherwise dispose of any shares of Common Stock or rights to acquire such shares (other than pursuant to employee plans or the DRP) without the prior written consent of PaineWebber Incorporated.

In addition, the Company has outstanding options to purchase 295,000 shares of Common Stock and has reserved an additional 105,000 shares for grant of future options under the Stock Option Plan. The Company intends to have a proposal on its agenda for its stockholders' meeting in July 1996 to increase the size of its Stock Option Plan by 400,000 shares. The Company intends to file a Registration Statement on Form S-8 covering the shares that have been reserved for issuance under the Stock Option Plan, thus permitting the resale of such shares in the public market after such stock options have been exercised.

The Company has also adopted the DRP, which will allow stockholders to have their dividend distributions from the Company automatically reinvested in additional shares of Common Stock that may be either issued by the Company or purchased on the open market. To the extent such shares are issued by the Company, such shares will be registered under the Securities Act, thus permitting the resale of such shares in the public market. See "Dividend Reinvestment Plan."

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information known to the Company with respect to beneficial ownership of the Company's Common Stock as of May 15, 1996, as adjusted to reflect the sale of Common Stock being offered hereby, by (1) each person known to the Company to beneficially own more than five percent of the Company's Common Stock, (2) each Director, (3) the Company's executive officers, and (4) all Directors and executive officers as a group. Unless otherwise indicated in the footnotes to the table, the beneficial owners named have, to the knowledge of the Company, sole voting and investment power with respect to the shares beneficially owned, subject to community property laws where applicable.

NAME OF BENEFICIAL OWNER	NUMBER OF SHARES BENEFICIALLY OWNED	PERCENTAGE OF SHARES BENEFICIALLY OWNED	
		BEFORE OFFERING	AFTER OFFERING
Imperial Credit Industries, Inc. (1)..	374,538	8.8%	5.5%
Southern Pacific Thrift and Loan Association (2).....	50,000	1.2%	*
H. Wayne Snavelly.....	--	--	--
Joseph R. Tomkinson.....	--	--	--
William S. Ashmore.....	1,075	*	*
Richard J. Johnson.....	3,076	*	*
Mary C. Glass.....	--	--	--
James Walsh.....	--	--	--
Frank P. Fillips.....	--	--	--
Stephan R. Peers.....	--	--	--
All directors and executive officers as a group (8 persons).....	4,151	*	*

* less than 1%

(1) ICII's address is 23550 Hawthorne Boulevard, Building One, Suite 110, Torrance, California 90505. ICII disclaims beneficial ownership of all 50,000 shares of the Company held by SPTL.

(2) SPTL's address is 12300 Wilshire Boulevard, Los Angeles, California 90025. SPTL is a wholly-subsidiary of ICII.

DESCRIPTION OF CAPITAL STOCK

The authorized stock of the Company consists of 50,000,000 shares of Common Stock, \$0.01 par value per share, and 10,000,000 shares of Preferred Stock, \$0.01 par value per share. Each share of Common Stock is entitled to participate equally in dividends when and as declared by the Board of Directors and in the distribution of assets of the Company upon liquidation. Each share of Common Stock is entitled to one vote and will be fully paid and nonassessable by the Company upon issuance. Shares of the Common Stock of the Company have no preference, conversion, exchange, preemptive or cumulative voting rights. The authorized stock of the Company may be increased and altered from time to time as permitted by Maryland law. The Charter authorizes the Board of Directors to reclassify any unissued shares of its Common Stock in one or more classes or series.

Meetings of the stockholders of the Company are to be held annually, and special meetings may be called by the Board of Directors, the Chairman of the Board, the President, the Vice Chairman or a majority of the Unaffiliated Directors. The Charter reserves to the Company the right to amend any provision thereof in the manner prescribed by law.

The Charter authorizes the Board of Directors to issue shares of Preferred Stock designated in one or more classes or series. The Preferred Stock may be issued from time to time with such designations, rights and preferences as shall be determined by the Board of Directors. Preferred Stock would be available for possible future financing of, or acquisitions by, the Company and for general corporate purposes without any legal requirement that further stockholder authorization for issuance be obtained. The issuance of Preferred Stock could have the effect of making an attempt to gain control of the Company more difficult by means of a merger, tender offer, proxy contest or otherwise. The Preferred Stock, if issued, may have a preference on dividend payments which could affect the ability of the Company to make dividend distributions to the common stockholders. As of the date hereof no shares of Preferred Stock have been issued. Certain provisions of the Company's Charter may also have the effect of delaying, deferring or preventing a change in control of the Company. See "Certain Provisions of Maryland Law and of the Company's Charter and Bylaws."

Repurchase of Shares and Restrictions on Transfer. Two of the requirements of qualification for the tax benefits accorded by the REIT provisions of the Code are that (1) during the last half of each taxable year not more than 50% in value of the outstanding shares may be owned, actually or constructively, by or for five or fewer individuals (as defined in the Code to include certain entities), and (2) there must be at least 100 stockholders on 335 days of each taxable year of 12 months.

In order that IMH may meet these requirements at all times, the Charter prohibits any person, other than ICII, as to the 374,538 shares which it owns (which excludes the 50,000 shares of Common Stock issued to SPTL pursuant to the Contribution Transaction, as to which ICII disclaims beneficial ownership), or groups of persons from acquiring or holding, actually or constructively, shares of Common Stock in excess of 9.5% (in value or in number of shares, whichever is more restrictive) of the aggregate of the outstanding shares of Common Stock. For this purpose, the term "ownership" is defined in accordance with the REIT provisions of the Code, the constructive ownership provisions of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code, and Rule 13d-3 promulgated by the Commission under the Exchange Act and the term "person" is defined to include a "group," which is defined to have the same meaning as that term has for purposes of Section 13(d)(3) of the Exchange Act. Accordingly, shares of Common Stock owned or deemed to be owned by a person who individually owns less than 9.5% of the shares outstanding may nevertheless be in violation of the ownership limitations set forth in the Company's Charter.

The constructive ownership provisions applicable under Section 544 of the Code attribute ownership of securities owned by a corporation, partnership, estate or trust proportionately to its stockholders, partners or beneficiaries, attribute ownership of securities owned by family members to other members of the same family, treat securities with respect to which a person has an option to purchase as actually owned by that person, and set forth rules as to when securities constructively owned by a person are considered to be actually owned for the application of such attribution provisions (i.e., "retribution"). For purposes of determining

whether a person holds shares of Common Stock in violation of the ownership limitations set forth in the Company's Charter, a person or group will thus be treated as owning not only shares of Common Stock actually or constructively owned, but also any shares of Common Stock attributed to such person or group under the attribution rules described above. Ownership of shares of the Company's Common Stock through such attribution is generally referred to as constructive ownership.

The Company's Charter further prohibits (a) any person from actually or constructively owning shares of Common Stock that would result in IMH being "closely held" under Section 856(h) of the Code or otherwise cause IMH to fail to qualify as a REIT, and (b) any person from transferring shares of Common Stock if such transfer would result in shares of Common Stock being owned by fewer than 100 persons. If any transfer of shares of Common Stock occurs which, if effective, would result in any person actually or constructively owning shares of Common Stock in excess or in violation of the above transfer or ownership limitations, then that number of shares of Common Stock the actual or constructive ownership of which otherwise would cause such person to violate such limitations (rounded to the nearest whole share) shall be automatically transferred to a trustee (the "Trustee") as trustee of a trust (the "Trust") for the exclusive benefit of one or more charitable beneficiaries (the "Charitable Beneficiary"), and the intended transferee shall not acquire any rights in such shares. Shares held by the Trustee shall be issued and outstanding shares of Common Stock. The intended transferee shall not benefit economically from ownership of any shares held in the Trust, shall have no rights to dividends and shall not possess any rights to vote or other rights attributable to the shares held in the Trust. The Trust shall have all voting rights and rights to dividends or other distributions with respect to shares held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid prior to the discovery by the Company that shares of Common Stock have been transferred to the Trustee shall be paid with respect to such shares to the Trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the Trustee. Any dividends or distributions so paid over to the Trustee shall be held in trust for the Charitable Beneficiary. The Board of Directors of the Company may, in their discretion, waive these requirements on owning shares in excess of the Ownership Limit.

Within 20 days of receiving notice from the Company that shares of Common Stock have been transferred to the Trust, the Trustee shall sell the shares held in the Trust to a person, designated by the Trustee, whose ownership or the shares will not violate the ownership limitations set forth in the Company's Charter. Upon such sale, the interest of the Charitable Beneficiary in the shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the intended transferee and to the Charitable Beneficiary as follows. The intended transferee shall receive the lesser of (1) the price paid by the intended transferee for the shares or, if the intended transferee did not give value for the shares in connection with the event causing the shares to be held in the Trust (e.g., in the case of a gift, devise or other such transaction), the Market Price (as defined below) of the shares on the day of the event causing the shares to be held in the Trust and (2) the price per share received by the Trustee from the sale or other disposition of the shares held in the Trust. Any net sale proceeds in excess of the amount payable to the intended transferee shall be immediately paid to the Charitable Beneficiary. In addition, shares of Common Stock transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in such transfer to the Trust (e.g., in the case of a devise or gift, the Market Price at the time of such devise or gift) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company shall have the right to accept such offer until the Trustee has sold the shares held in the Trust. Upon such a sale to the Company, the interest of the Charitable Beneficiary in the shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the intended transferee.

The term "Market Price" on any date shall mean, with respect to any class or series of outstanding shares of the Company's stock, the Closing Price (as defined below) for such shares on such date. The "Closing Price" on any date shall mean the last sale price for such shares, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such shares, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the NYSE or, if such shares are not listed or admitted to trading on the NYSE, as reported on the principal

consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such shares are listed or admitted to trading or, if such shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if such shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such shares selected by the Board or Directors or, in the event that no trading price is available for such shares, the fair market value of the shares, as determined in good faith by the Board of Directors.

Every owner of more than 5% (or such lower percentage as required by the Code or the regulations promulgated thereunder) of all classes or series of the Company's stock, including shares of Common Stock, within 30 days after the end of each taxable year, is required to give written notice to the Company stating the name and address of such owner, the number of shares of each class and series of stock of the Company beneficially owned and a description of the manner in which such shares are held. Each such owner shall provide to the Company such additional information as the Company may request in order to determine the effect, if any, of such beneficial ownership on IMH's status as a REIT and to ensure compliance with the Ownership Limit.

The transfer agent and registrar for the Company's Common Stock is Boston EquiServe, L.P., North Quincy, Massachusetts.

CERTAIN PROVISIONS OF MARYLAND LAW AND OF THE COMPANY'S CHARTER AND BYLAWS

The following summary of certain provisions of the MGCL and of the Charter and the Bylaws of IMH does not purport to be complete and is subject to and qualified in its entirety by reference to Maryland law and the Charter and the Bylaws of IMH, copies of which are filed as exhibits to the Registration Statement of which this Prospectus is a part. See "Additional Information."

REMOVAL OF DIRECTORS

The Charter provides that a director may be removed at any time but only by the affirmative vote of at least two-thirds of the votes entitled to be cast in the election of directors.

BUSINESS COMBINATIONS

Under the MGCL, certain "business combinations" (including a merger, consolidation, share exchange or, in certain circumstances, an asset transfer or issuance or reclassification of equity securities) between a Maryland corporation and any person who beneficially owns 10% or more of the voting power of the corporation's shares or an affiliate of the corporation who, at any time within the two-year period prior to the date in question, was the beneficial owner of 10% or more of the voting power of the then outstanding voting stock of the corporation (an "Interested Stockholder") or an affiliate of such an Interested Stockholder are prohibited for five years after the most recent date on which the Interested Stockholder becomes an Interested Stockholder. Thereafter, any such business combination must be recommended by the board of directors of such corporation and approved by the affirmative vote of at least (a) 80% of the votes entitled to be cast by holders of outstanding shares of voting stock of the corporation and (b) two-thirds of the votes entitled to be cast by holders of voting stock of the corporation other than shares held by the Interested Stockholder with whom (or with whose affiliate) the business combination is to be effected, unless, among other conditions, the corporation's common stockholders receive a minimum price (as defined in the MGCL) for their shares and the consideration is received in cash or in the same form as previously paid by the Interested Stockholder for its shares. These provisions of Maryland law do not apply, however, to business combinations that are approved or exempted by the board of directors of the

corporation prior to the time that the Interested Stockholder becomes an Interested Stockholder. Since ICII now beneficially owns less than 10.0% of the Company's voting shares (excluding 50,000 shares of Common Stock issued to SPTL in the Contribution Transaction as to which ICII disclaims beneficial ownership), ICII is not subject to the business combination provisions, of the MGCL. In addition, pursuant to the statute, the Company has exempted any business combinations involving ICII and, consequently, the five-year prohibition and the super-majority vote requirements of the statute will not in any event apply to business combinations between ICII and the Company. As a result, ICII may be able to enter into business combinations with the Company, which may not be in the best interest of the stockholders, without compliance by the Company with the super-majority vote requirements and the other provisions of the statute.

CONTROL SHARE ACQUISITIONS

The MGCL provides that "control shares" of a Maryland corporation acquired in a "control share acquisition" have no voting rights except to the extent approved by a vote of two-thirds of the votes entitled to be cast on the matter, excluding shares of stock owned by the acquiror, by officers or by directors who are employees of the corporation. "Control shares" are voting shares of stock which, if aggregated with all other such shares of stock previously acquired by the acquiror or in respect of which the acquiror is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquiror to exercise voting power in electing directors within one of the following ranges of voting power: (1) one-fifth or more but less than one-third, (2) one-third or more but less than a majority, or (3) a majority or more of all voting power. Control shares do not include shares the acquiring person is then entitled to vote as a result of having previously obtained stockholder approval. A "control share acquisition" means the acquisition of control shares, subject to certain exceptions.

A person who has made or proposes to make a control share acquisition, upon satisfaction of certain conditions (including an undertaking to pay expenses) may compel the board of directors of the corporation to call a special meeting of stockholders to be held within 50 days of demand to consider the voting rights of the shares. If no request for a meeting is made, the corporation may itself present the question at any stockholders meeting.

If voting rights are not approved at the meeting or if the acquiring person does not deliver an acquiring person statement as required by the statute, then, subject to certain conditions and limitations, the corporation may redeem any or all of the control shares (except those for which voting rights have previously been approved) for fair value determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquiror or of any meeting of stockholders at which the voting rights of such shares are considered and not approved. If voting rights for control shares are approved at a stockholders meeting and the acquiror becomes entitled to vote a majority of the shares entitled to vote, all other stockholders may exercise appraisal rights. The fair value of the shares as determined for purposes of such appraisal rights may not be less than the highest price per share paid by the acquiror in the control share acquisition.

The control share acquisition statute does not apply (a) to shares acquired in a merger, consolidation or share exchange if the corporation is a party to the transaction or (b) to acquisitions approved or exempted by the charter or bylaws of the corporation.

The Bylaws of the Company contain a provision exempting from the control share acquisition statute any and all acquisitions by any person of the Company's shares of stock. There can be no assurance that such provision will not be amended or eliminated at any time in the future.

AMENDMENT TO THE CHARTER

The Company reserves the right from time to time to make any amendment to its Charter, now or hereafter authorized by law. The Charter may be amended only by the affirmative vote of the stockholders of not less than majority of all of the votes entitled to be cast on the matter; provided however, provisions on removal of directors

may be amended only by the affirmative vote of the holders of not less than two-thirds of all of the votes entitled to be cast in the election of directors.

DISSOLUTION OF THE COMPANY

The dissolution of the Company must be approved by the affirmative vote of the holders of not less than a majority of all of the votes entitled to be cast on the matter.

ADVANCE NOTICE OF DIRECTOR NOMINATIONS AND NEW BUSINESS

The Bylaws provide that (a) with respect to an annual meeting of stockholders, nominations of persons for election to the Board of Directors and the proposal of business to be considered by stockholders may be made only (1) pursuant to the Company's notice of the meeting, (2) by the Board of Directors or (3) by a stockholder who is entitled to vote at the meeting and has complied with the advance notice procedures set forth in the Bylaws and (b) with respect to special meetings of stockholders, only the business specified in the Company's notice of meeting may be brought before the meeting of stockholders and nominations of persons for election to the Board of Directors may be made only (1) pursuant to the Company's notice of the meeting, (2) by the Board of Directors or (3) provided that the Board of Directors has determined that directors shall be elected at such meeting, by a stockholder who is entitled to vote at the meeting and has complied with the advance notice provisions set forth in the Bylaws.

ANTI-TAKEOVER EFFECT OF CERTAIN PROVISIONS OF MARYLAND LAW AND OF THE CHARTER AND BYLAWS

The business combination provisions and, if the applicable provision in the Bylaws is rescinded, the control share acquisition provisions of the MGCL, the provisions of the Charter on removal of directors and the advance notice provisions of the Bylaws could delay, defer or prevent a transaction or a change in control of the Company that might involve a premium price of holders of Common Stock or otherwise be in their best interest.

FEDERAL INCOME TAX CONSIDERATIONS

The following summary of material federal income tax considerations regarding the Company and the offering described herein is based on current law, is for general information only and is not tax advice. This summary does not purport to deal with all aspects of taxation that may be relevant to prospective purchasers of Common Stock in light of such purchasers' particular investment or tax circumstances, or to certain types of purchasers subject to special treatment under the federal income tax laws, including insurance companies, financial institutions, broker-dealers, tax-exempt organizations (except to the extent discussed under the heading "Taxation of Tax-Exempt Stockholders"), or foreign corporations and persons who are not citizens or residents of the United States. In addition, the summary below does not consider the effect of any foreign, state, local or other tax laws that may be applicable to prospective purchasers of Common Stock. Unless the context otherwise requires, references in the summary below to "IMH" refer to IMH and IWLG, IMH's Qualified REIT Subsidiary, collectively.

PROSPECTIVE PURCHASERS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE SPECIFIC TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND SALE OF THE COMMON STOCK, INCLUDING THE FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES OF SUCH PURCHASE, OWNERSHIP AND SALE AND OF POTENTIAL CHANGES IN APPLICABLE TAX LAWS.

TAXATION OF IMH

General. IMH elected to be taxed as a REIT under Sections 856 through 860 of the Code, commencing with its taxable year ended December 31, 1995. IMH believes that, commencing with such taxable year, it has been organized and has operated in such a manner as to qualify for taxation as a REIT under the Code

commencing with such taxable year, and IMH intends to continue to operate in such a manner, but no assurance can be given that it has operated or will continue to operate in such a manner so as to qualify or remain qualified.

These sections of the Code are highly technical and complex. The following summary sets forth the material aspects of the sections that govern the federal income tax treatment of a REIT and its stockholders. This summary is qualified in its entirety by the applicable Code provisions, rules and regulations promulgated thereunder, and administrative and judicial interpretations thereof.

At the closing of the offering described herein, contingent upon the receipt of certain factual representations from IMH, Latham & Watkins will render its opinion that, commencing with IMH's taxable year ended December 31, 1995, IMH was organized in conformity with the requirements for qualification as a REIT, and its proposed method of operation has enabled and will enable it to meet the requirements for qualification and taxation as a REIT under the Code. It must be emphasized that such opinion will be based on various factual assumptions relating to the organization and operation of IMH and such representations as to factual matters. In addition, such opinion will be based upon the factual representations of IMH concerning its business and assets as set forth in the Prospectus. Moreover, such qualification and taxation as a REIT depends upon IMH's ability to meet (through actual annual operating results, distribution levels and diversity of stock ownership) the various qualification tests imposed under the Code discussed below, the results of which have not been and will not be reviewed by Latham & Watkins. Accordingly, no assurance can be given that the actual results of IMH's operation for any particular taxable year have satisfied or will satisfy such requirements. Further, the anticipated income tax treatment described in this Prospectus may be changed, perhaps retroactively, by legislative, administrative or judicial action at any time. See "Risk Factors--Consequences of Failure to Maintain REIT Status; Company Subject to Tax as Regular Corporation" and "Failure to Qualify."

If IMH qualifies for taxation as a REIT, it generally will not be subject to federal corporate income taxes on its net income that is currently distributed to stockholders. This treatment substantially eliminates the "double taxation" (at the corporate and stockholder levels) that generally results from investment in a regular corporation. However, IMH will be subject to federal income tax as follows: First, IMH will be taxed at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains. Second, under certain circumstances, IMH may be subject to the "alternative minimum tax" on its items of tax preference. Third, if IMH has (i) net income from the sale or other disposition of foreclosure property (generally, property acquired at or in lieu of foreclosure of the mortgage secured by such property or as a result of a default under a lease of such property) which is held primarily for sale to customers in the ordinary course of business, or (ii) other nonqualifying income from foreclosure property, it will be subject to tax at the highest corporate rate on such income. Fourth, if IMH has net income from prohibited transactions (which are, in general, certain sales or other dispositions of property held primarily for sale to customers in the ordinary course of business other than foreclosure property), such income will be subject to a 100% tax. Fifth, if IMH should fail to satisfy the 75% gross income test or the 95% gross income test (as discussed below), but has nonetheless maintained its qualification as a REIT because certain other requirements have been met, it will be subject to a 100% tax on an amount equal to (a) the gross income attributable to the greater of the amount by which IMH fails the 75% or 95% test multiplied by (b) a fraction intended to reflect IMH's profitability. Sixth, if IMH should fail to distribute during each calendar year at least the sum of (i) 85% of its REIT ordinary income for such year, (ii) 95% of its REIT capital gain net income for such year, and (iii) any undistributed taxable income from prior periods, IMH would be subject to a 4% excise tax on the excess of such required distribution over the amounts actually distributed. Seventh, with respect to any asset (a "Built-In Gain Asset") acquired by IMH from a corporation which is or has been a C corporation (i.e., generally a corporation subject to full corporate-level tax) in a transaction in which the basis of the Built-In Gain Asset in the hands of IMH is determined by reference to the basis of the asset in the hands of the C corporation, if IMH recognizes gain on the disposition of such asset during the ten-year period (the "Recognition Period") beginning on the date on which such asset was acquired by IMH, then, to the extent of the Built-In Gain (i.e., the excess of (a) the fair market value of such asset over (b) IMH's adjusted basis in such asset, determined as of the beginning of the Recognition Period), such gain will be subject to tax at the highest regular corporate rate pursuant to Treasury Regulations that have not yet been promulgated. The results described above with respect to the recognition of Built-In Gain assume that IMH will make an election pursuant to Notice 88-19 and that such treatment is not modified by certain revenue proposals in the

Requirements for Qualification. The Code defines a REIT as a corporation, trust or association (i) which is managed by one or more trustees or directors; (ii) the beneficial ownership of which is evidenced by transferable shares, or by transferable certificates of beneficial interest; (iii) which would be taxable as a domestic corporation, but for Sections 856 through 859 of the Code; (iv) which is neither a financial institution nor an insurance company subject to certain provisions of the Code; (v) the beneficial ownership of which is held by 100 or more persons; (vi) during the last half of each taxable year not more than 50% in value of the outstanding stock of which is owned, actually or constructively, by or for five or fewer individuals (as defined in the Code to include certain entities); and (vii) which meets certain other tests, described below, regarding the nature of its income and assets. The Code provides that conditions (i) to (iv), inclusive, must be met during the entire taxable year and that condition (v) must be met during at least 335 days of a taxable year of twelve months, or during a proportionate part of a taxable year of less than twelve months.

The Company believes that it has previously issued sufficient shares of Common Stock with sufficient diversity of ownership to allow IMH to satisfy conditions (v) and (vi). In addition, the Charter provides for restrictions regarding the transfer and ownership of shares, which restrictions are intended to assist IMH in continuing to satisfy the share ownership requirements described in (v) and (vi) above. Such ownership and transfer restrictions are described in "Description of Capital Stock--Repurchase of Shares and Restrictions on Transfer." These restrictions may not ensure that IMH will, in all cases, be able to satisfy the share ownership requirements described above. If IMH fails to satisfy such share ownership requirements, IMH's status as a REIT will terminate. See "--Failure to Qualify."

In addition, a corporation may not elect to become a REIT unless its taxable year is the calendar year. IMH has a calendar taxable year.

Ownership of IWLG. IMH has owned 100% of the stock of IWLG at all times IWLG has been in existence. As a result, IWLG will be treated as a "qualified REIT subsidiary." Code Section 856(i) provides that a corporation which is a "qualified REIT subsidiary" will not be treated as a separate corporation, and all assets, liabilities, and items of income, deduction, and credit of a "qualified REIT subsidiary" will be treated as assets, liabilities and such items (as the case may be) of the REIT for all purposes of the Code including the REIT qualification tests. Thus, in applying the requirements described herein, IWLG will be ignored, and all assets, liabilities and items of income, deduction and credit of such subsidiary will be treated as assets, liabilities and such items (as the case may be) of IMH. IWLG, therefore, will not be subject to federal income tax. In addition, IMH's ownership of the voting stock of IWLG will not violate the restrictions against ownership of securities of any one issuer which constitute more than 10% of such issuer's voting securities or more than 5% of the value of IMH's total assets, described below under "--Asset Tests."

Income Tests. In order to maintain its qualification as a REIT, IMH annually must satisfy three gross income requirements. First, at least 75% of IMH's gross income (excluding gross income from prohibited transactions) for each taxable year must be derived directly or indirectly from: (i) rents from real property; (ii) interest on obligations secured by mortgages on real property or on interests in real property; (iii) gain from the sale or other disposition of real property (including interests in real property and interests in mortgages on real property) not held primarily for sale to customers in the ordinary course of business; (iv) dividends or other distributions on, and gain (other than gain from prohibited transactions) from the sale or other disposition of, transferable shares in other real estate investment trusts; (v) abatements and refunds of taxes on real property; (vi) income and gain derived from foreclosure property; (vii) amounts (other than amounts the determination of which depend in whole or in part on the income or profits of any person) received or accrued as consideration for entering into agreements (a) to make loans secured by mortgages on real property or on interests in real property or (b) to purchase or lease real property (including interests in real property and interests in mortgages on real property); (viii) gain from the sale or other disposition of a real estate asset which is not a prohibited transaction; and (ix) qualified temporary investment income. Second, at least 95% of IMH's gross income (excluding gross income from prohibited transactions) for each taxable year must be derived from the sources described above with respect to the 75% gross income test, dividends, interest, and gain from the sale or disposition of stock or securities (or from any combination of the foregoing). Third, short-term gain from the

sale or other disposition of stock or securities, gain from prohibited transactions, and gain on the sale or other disposition of real property held for less than four years (apart from involuntary conversions and sales or other disposition of foreclosure property) must represent less than 30% of IMH's gross income (including gross income from prohibited transactions) for each taxable year.

The term "interest" generally does not include any amount received or accrued (directly or indirectly) if the determination of such amount depends in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term "interest" solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Generally, if a loan is secured by both personal property and real property, interest must be allocated between the personal property and the real property, with only the interest allocable to the real property qualifying as mortgage interest under the 75% gross income test. Treasury Regulations provide that if a loan is secured by both personal and real property and the fair market value of the real property as of the commitment date equals or exceeds the amount of the loan, the entire interest amount will qualify under the 75% gross income test. If the amount of the loan exceeds the fair market value of the real property, the interest income allocated to the real property is an amount equal to the interest income multiplied by a fraction, the numerator of which is the fair market value of the real property as of the commitment date, and the denominator of which is the amount of the loan. The interest income allocated to the personal property is an amount equal to the excess of the total interest income over the interest income allocated to the real property.

Interest earned on mortgage loans, and mortgage-backed securities secured by or representing an interest in such loans, pursuant to IMH's Long-Term Investment Operations will qualify as "interest" for purposes of the 95% and 75% gross income tests if such assets are treated as obligations secured by mortgages on real property or on interests in real property. However, income attributable to securities (other than Qualified REIT Assets) that IMH holds directly or through IWLG, dividends on stock (including any dividends IMH receives from ICIFC), interest on any other obligations not secured by real property, and gains from the sale or disposition of stock or other securities that are not Qualified REIT Assets will not qualify under the 75% gross income test if such income is not treated as interest on obligations secured by mortgages on real property or on interests in real property or gain from the sale or other disposition of a Qualified REIT Asset, which is not a prohibited transaction. Such income will qualify under the 95% gross income test, however, if such income constitutes interest, dividends or gain from the sale or disposition of stock or securities. Income from loan guarantee fees, mortgage servicing contracts or other contracts under which IMH would earn fees for performing services will not qualify under either the 95% or 75% gross income tests if such income constitutes fees for services rendered by IMH or is not treated as interest (on obligations secured by mortgages on real property or on interests in real property for purposes of the 75% gross income test). Similarly, income from hedging, including the sale of hedges, will not qualify under the 75% or 95% gross income tests unless such hedges constitute Qualified Hedges, in which case such income will qualify under the 95% gross income test.

Furthermore, ICIFC receives servicing and processing fees and income from gain on the sale of certain mortgage loans and mortgage securities in connection with the Conduit Operations. Such fees do not accrue to IMH, but IMH receives dividends on its nonvoting preferred stock in ICIFC. Such dividends will qualify under the 95% gross income test, but will not qualify under the 75% gross income test.

In order to comply with the 95% and 75% gross income tests, IMH has limited and will continue to limit substantially all of the assets that it acquires to Qualified REIT Assets. As a result, IMH may limit the type of assets, including hedging contracts, that it otherwise might acquire and, therefore, the type of income it otherwise might receive, including income from hedging, other than income from Qualified Hedges. See "Business--Hedging."

In addition, to comply with the 30% gross income test, IMH may have to hold mortgage loans and mortgage-backed securities for four or more years and securities (other than securities that are Qualified REIT Assets) and hedges for one year or more at times when IMH might otherwise have opted for the disposition of such assets for short term gains.

In order to comply with the REIT gross income tests, IMH has monitored and will continue to monitor its income, including income from dividends, warehouse lending, hedging transactions, futures contracts, servicing and sales of Mortgage Assets, gains on the sale of securities, and other income not derived from Qualified REIT Assets. IMH believes that the aggregate amount of any nonqualifying income in any taxable year has not exceeded and will not exceed the limit on nonqualifying income under the gross income tests.

If IMH fails to satisfy one or both of the 75% or 95% gross income tests for any taxable year, it may nevertheless qualify as a REIT for such year if it is entitled to relief under certain provisions of the Code. These relief provisions will be generally available if IMH's failure to meet such tests was due to reasonable cause and not due to willful neglect, IMH attaches a schedule of the sources of its income to its federal income tax return, and any incorrect information on the schedule was not due to fraud with intent to evade tax. It is not possible, however, to state whether in all circumstances IMH would be entitled to the benefit of these relief provisions. For example, if IMH fails to satisfy the gross income tests because nonqualifying income that IMH intentionally incurs exceeds the limits on such income, the Internal Revenue Service (the "Service") could conclude that IMH's failure to satisfy the tests was not due to reasonable cause. If these relief provisions are inapplicable to a particular set of circumstances involving IMH, IMH will not qualify as a REIT. As discussed above in "Federal Income Tax Considerations--Taxation of IMH--General," even if these relief provisions apply, a tax would be imposed with respect to the excess net income. There can be no assurance that IMH will always be able to maintain compliance with the gross income tests for REIT qualification despite its periodic monitoring procedures. No similar mitigation provision provides relief if IMH fails the 30% gross income test. In such case, IMH would cease to qualify as a REIT. See "--Failure to Qualify.

Any gain realized by IMH on the sale of any property (including mortgage loans and mortgage-backed securities) held as inventory or other property held primarily for sale to customers in the ordinary course of business will be treated as income from a prohibited transaction that is subject to a 100% penalty tax. Such prohibited transaction income may also have an adverse effect upon IMH's ability to satisfy the income tests for qualification as a REIT. Under existing law, whether property is held as inventory or primarily for sale to customers in the ordinary course of a trade or business is a question of fact that depends on all the facts and circumstances with respect to the particular transaction. ICIFC securitizes mortgage loans and sells the resulting mortgage securities. See "Business--Conduit Operations--Securitization and Sale Process." If IMH were to sell such mortgage securities on a regular basis, there is a substantial risk that such sales would constitute prohibited transactions and that all of the profits therefrom would be subject to a 100% tax. Therefore, such sales have been made and will be made only by ICIFC. ICIFC is not subject to the 100% penalty tax on income from prohibited transactions, which is only applicable to a REIT.

Asset Tests. IMH, at the close of each quarter of its taxable year, must also satisfy three tests relating to the nature of its assets. First, at least 75% of the value of IMH's total assets must be represented by Qualified REIT Assets, cash, cash items and government securities. Qualified REIT Assets include (i) interests in real property and interests in mortgages on real property, (ii) interests in REMICs, and (iii) stock or debt instruments held for not more than one year purchased with the proceeds of a stock offering or long-term (at least five years) public debt offering of IMH. Second, not more than 25% of IMH's total assets may be represented by securities other than those in the 75% asset class. Third, of the investments included in the 25% asset class, the value of any one issuer's securities owned by IMH may not exceed 5% of the value of IMH's total assets and IMH may not own more than 10% of any one issuer's outstanding voting securities. IMH believes that substantially all of its assets, other than the nonvoting preferred stock of ICIFC, are Qualified REIT Assets.

As described above, IMH will be treated as owning all assets, liabilities and items of income, deduction, and credit of IWL, IMH's wholly-owned Qualified REIT Subsidiary. Pursuant to IWL's Warehouse Lending Operations, IWL provides short-term lines of credit ("warehouse loans") to ICIFC and approved mortgage banks, most of which are correspondents of ICIFC, to finance mortgage loans during the time from the closing of the loans to their sale or other settlement with pre-approved investors, including the Long-Term Investment Operations. IWL's warehouse loans are secured by pledges of mortgage notes owned by the borrowers that in turn are secured by mortgages on real property. The Service has ruled that similar warehouse loans are Qualified REIT Assets and that interest received on such loans is qualifying interest under the 75% gross income test.

As described above, IMH owns 100% of the nonvoting preferred stock of ICIFC. IMH does not and will not own any of the voting securities of ICIFC, and therefore IMH will not be considered to own more than 10% of the voting securities of ICIFC. In addition, IMH believes that the aggregate value of its securities of ICIFC have not at any time exceeded, 5% of the total value of IMH's assets, and will not exceed such amount in the future. However, there can be no assurance that the Service will not contend that the value of the securities of ICIFC held by IMH exceeds the 5% value limitation.

The 5% value test requires that IMH revalue its assets at the end of each calendar quarter in which IMH acquires additional securities in ICIFC for the purpose of applying such test. Although IMH plans to take steps to ensure that it satisfies the 5% value test for any quarter with respect to which retesting is to occur, there can be no assurance that such steps will always be successful, or will not require a reduction in IMH's overall interest in ICIFC.

IMH has taken and will continue to take measures to prevent the value of securities issued by any one entity that do not constitute Qualified REIT Assets from exceeding 5% of the value of IMH's total assets as of the end of each calendar quarter. In particular, as of the end of each calendar quarter, IMH has limited and diversified and will continue to limit and diversify its ownership of securities of ICIFC and other securities that do not constitute Qualified REIT Assets to less than 25%, in the aggregate, by value of its portfolio, to less than 5% by value as to any single issuer, including ICIFC, and to less than 10% of the voting stock of any single issuer. Moreover, pursuant to its compliance guidelines, the Manager has monitored and will continue to monitor (on not less than a quarterly basis) the purchase and holding of IMH's assets in order for IMH to comply with the above asset tests.

When purchasing mortgage-related securities, IMH and its counsel may rely on opinions of counsel for the issuer or sponsor of such securities given in connection with the offering of such securities, or statements made in related offering documents, for purposes of determining whether and to what extent those securities (and the income therefrom) constitute Qualified REIT Assets (and income) for purposes of the REIT asset tests (and the REIT gross income tests discussed above).

A regular or residual interest in a REMIC will be treated as a Qualified REIT Asset for purposes of the REIT asset tests and income derived with respect to such interests will be treated as interest on obligations secured by mortgages on real property, assuming that at least 95% of the assets of the REMIC are Qualified REIT Assets. If less than 95% of the assets of the REMIC are Qualified REIT Assets, only a proportionate share of the assets of and income derived from the REMIC will be treated as qualifying under the REIT asset and income tests. IMH believes that its REMIC interests fully qualify for purposes of the REIT income and asset tests.

If IMH invests in a partnership, it will be deemed to own its proportionate share of the assets of the partnership and will be deemed to be entitled to the income of the partnership attributable to such share. In addition, the character of the assets and gross income of the partnership shall retain the same character in the hands of IMH for purposes of the REIT gross income tests and the asset tests.

After initially meeting the asset tests at the close of any quarter, IMH will not lose its status as a REIT for failure to satisfy the asset tests at the end of a later quarter solely by reason of changes in asset values. If the failure to satisfy the asset tests results from an acquisition of securities or other property during a quarter, the failure can be cured by disposition of sufficient nonqualifying assets within 30 days after the close of that quarter. IMH intends to maintain adequate records of the value of its assets to ensure compliance with the asset tests and to take such other actions within 30 days after the close of any quarter as may be required to cure any noncompliance. If IMH fails to cure noncompliance with the asset tests within such time period, IMH would cease to qualify as a REIT.

Annual Distribution Requirements. IMH, in order to qualify as a REIT, is required to distribute dividends (other than capital gain dividends) to its stockholders in an amount at least equal to (i) the sum of (a) 95% of IMH's "REIT taxable income" (computed without regard to the dividends paid deduction and by excluding IMH's net capital gain) and (b) 95% of the net income (after tax), if any, from foreclosure property, minus (ii) the sum of certain items of noncash income. In addition, if IMH disposes of any Built-In Gain Asset during its Recognition Period, IMH will be required, pursuant to Treasury Regulations which have not yet been promulgated, to distribute at least 95% of the Built-in Gain (after tax), if any, recognized on the disposition of such asset. Such distributions must be paid in the taxable year to which they relate, or in the following taxable year if declared before IMH timely files its tax return for such year and if paid on or before the first regular dividend payment date after such declaration and if IMH so elects and specifies the dollar amount on its tax return. To the extent that IMH does not distribute all of its net capital gain or distributes at least 95%, but less than 100%, of its "REIT taxable income," as adjusted, it will be subject to tax thereon at regular ordinary and capital gain corporate tax rates. Furthermore, if IMH should fail to distribute during each calendar year at least the sum of (i) 85% of its REIT ordinary income for such year, (ii) 95% of its REIT capital gain net income for such year, and (iii) any undistributed taxable income from prior periods, IMH would be subject to a 4% excise tax on the excess of such required distribution over the amounts actually distributed. IMH intends to make timely distributions sufficient to satisfy these annual distribution requirements.

IMH anticipates that it will generally have sufficient cash or liquid assets to enable it to satisfy the distribution requirements described above. It is possible, however, that IMH, from time to time, may not have sufficient cash or other liquid assets to meet these distribution requirements due to timing differences between (i) the actual receipt of income and actual payment of deductible expenses and (ii) the inclusion of such income and deduction of such expenses in arriving at taxable income of IMH. For instance, IMH may realize income without a corresponding cash payment, as in the case of original issue discount or accrued interest on defaulted Mortgage Loans. In the event that such timing differences occur, in order to meet the distribution requirements, IMH may find it necessary to sell assets, arrange for short-term, or possibly long-term, borrowings, or pay dividends in the form of taxable stock dividends.

The Service has ruled that if a REIT's dividend reinvestment plan allows stockholders of the REIT to elect to have cash distributions reinvested in shares of the REIT at a purchase price equal to at least 95% of fair market value on the distribution date, then such cash distributions reinvested pursuant to such a plan qualify under the 95% distribution test. The terms of IMH's DRP will comply with this ruling. See "Dividend Reinvestment Plan."

Under certain circumstances, IMH may be able to rectify a failure to meet the distribution requirement for a year by paying "deficiency dividends" to stockholders in a later year, which may be included in IMH's deduction for dividends paid for the earlier year. Thus, IMH may be able to avoid being taxed on amounts distributed as deficiency dividends; however, IMH will be required to pay interest based upon the amount of any deduction taken for deficiency dividends.

RECORDKEEPING REQUIREMENTS

A REIT is required to maintain certain records, including records regarding the actual and constructive ownership of its shares, and within 30 days after the end of its taxable year, to demand statements from persons owning above a specified level of the REIT's shares (e.g., if IMH has over 200 but fewer than 2,000 stockholders of record, from persons holding 1% or more of IMH's outstanding shares of common stock and if IMH has 200 or fewer shareholders of record, from persons holding 1/2% or more of the Common Stock) regarding their ownership of shares. In addition, IMH must maintain, as part of its records, a list of those persons failing or refusing to comply with this demand. Shareholders who fail or refuse to comply with the demand must submit a statement with their tax returns setting forth the actual stock ownership and other information. IMH has maintained and will continue to maintain the records and demand statements as required by Treasury Regulations.

FAILURE TO QUALIFY

If IMH fails to qualify for taxation as a REIT in any taxable year, and the relief provisions do not apply, IMH will be subject to tax (including any applicable alternative minimum tax) on its taxable income at regular corporate rates. Distributions to stockholders in any year in which IMH fails to qualify will not be deductible by IMH nor will they be required to be made. As a result, IMH's failure to qualify as a REIT would substantially reduce the cash available for distribution by IMH to its stockholders. In addition, if IMH fails to qualify as a REIT, all distributions to stockholders will be taxable as ordinary income, to the extent of IMH's current and accumulated earnings and profits, and, subject to certain limitations of the Code, corporate distributees may be eligible for the dividends received deduction. Unless entitled to relief under specific statutory provisions, IMH will also be disqualified from taxation as a REIT for the four taxable years following the year during which qualification was lost. It is not possible to state whether in all circumstances IMH would be entitled to such statutory relief. Failure to qualify for even one year could result in the IMH's incurring substantial indebtedness (to the extent borrowings are feasible) or liquidating substantial investments in order to pay the resulting taxes.

TAXATION OF TAXABLE U.S. STOCKHOLDERS GENERALLY

As used herein, the term "U.S. Stockholder" means a holder of shares of Common Stock who (for United States federal income tax purposes) (i) is a citizen or resident of the United States, (ii) is a corporation, partnership, or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, or (iii) is an estate or trust the income of which is subject to United States federal income taxation regardless of its source.

As long as IMH qualifies as a REIT, distributions made by IMH out of its current or accumulated earnings and profits (and not designated as capital gain dividends) will constitute dividends taxable to its taxable U.S. Stockholders as ordinary income. Such distributions will not be eligible for the dividends received deduction in the case of U.S. Stockholders that are corporations. Distributions made by IMH that are properly designated by IMH as capital gain dividends will be taxable to taxable U.S. Stockholders as long-term capital gains (to the extent that they do not exceed IMH's actual net capital gain for the taxable year) without regard to the period for which a U.S. Stockholder has held his shares of Common Stock. U.S. Stockholders that are corporations may, however, be required to treat up to 20% of certain capital gain dividends as ordinary income. To the extent that IMH makes distributions (not designated as capital gain dividends) in excess of its current and accumulated earnings and profits, such distributions will be treated first as a tax-free return of capital to each U.S. Stockholder, reducing the adjusted basis which such U.S. Stockholder has in his shares of Common Stock for tax purposes by the amount of such distribution (but not below zero), with distributions in excess of a U.S. Stockholder's adjusted basis in his shares taxable as capital gains (provided that the shares have been held as a capital asset). IMH will notify stockholders at the end of each year as to the portions of the distributions which constitute ordinary income, net capital gain or return of capital. Dividends declared by IMH in October, November, or December of any year and payable to a stockholder of record on a specified date in any such month shall be treated as both paid by IMH and received by the stockholder on December 31 of such year, provided that the dividend is actually paid by IMH on or before January 31 of the following calendar year. Stockholders may not include in their own income tax returns any net operating losses or capital losses of IMH.

Dividends paid with respect to Common Stock that a DRP participant reinvests in Common Stock through purchases by the Agent in the open market will be treated for federal income tax purposes as having been received by the participant in the form of a taxable cash distribution. The amount of the cash distribution will be treated as a dividend to the extent IMH has current or accumulated earnings and profits for federal income tax purposes. Alternatively, dividends paid with respect to Common Stock that a participant reinvests in Common Stock that are registered and newly issued by IMH will be treated for federal income tax purposes as having been received by the participant in the form of a taxable stock distribution. In that case, the DRP participant will be treated as having received a dividend, taxable as ordinary income to the extent IMH has current or accumulated earnings and profits, in an amount equal to the fair market value of the Common Stock purchased

with the reinvested dividends, generally on the date that the Agent credits such Common Stock to the DRP participant's account, plus brokerage commissions and fees, if any, subtracted from the participant's distribution.

Distributions made by IMH and gain arising from the sale or exchange by a U.S. Stockholder of shares of Common Stock will not be treated as passive activity income, and, as a result, U.S. Stockholders generally will not be able to apply any "passive losses" against such income or gain. Distributions made by IMH (to the extent they do not constitute a return of capital) generally will be treated as investment income for purposes of computing the investment income limitation. Gain arising from the sale or other disposition of Common Stock, however, will not be treated as investment income unless the U.S. Stockholder elects to reduce the amount of such U.S. Stockholder's total net capital gain eligible for the 28% maximum capital gains rate by the amount of such gain with respect to such Common Stock.

Upon any sale or other disposition of Common Stock, a U.S. Stockholder will recognize gain or loss for federal income tax purposes in an amount equal to the difference between (i) the amount of cash and the fair market value of any property received on such sale or other disposition and (ii) the holder's adjusted basis in such shares of Common Stock for tax purposes. Such gain or loss will be capital gain or loss if the shares have been held by the U.S. Stockholder as a capital asset, and will be long-term gain or loss if such shares have been held for more than one year. In general, any loss recognized by a U.S. Stockholder upon the sale or other disposition of shares of Common Stock that have been held for six months or less (after applying certain holding period rules) will be treated as a long-term capital loss, to the extent of distributions received by such U.S. Stockholder from IMH which were required to be treated as long-term capital gains.

IMH does not expect to acquire or retain residual interests issued by REMICs. Such residual interests, if acquired by a REIT, could generate excess inclusion income taxable to the REIT's stockholders in proportion to the dividends received from the REIT. Excess inclusion income cannot be offset by net operating losses of a stockholder. If the stockholder of a REIT holding a residual interest in a REMIC is a tax-exempt entity, the excess inclusion income is fully taxable to such stockholder as unrelated business taxable income. If allocated to a Non-U.S. Stockholder (as defined below), the excess inclusion income is subject to federal income tax withholding without reduction pursuant to any otherwise applicable tax treaty. Potential investors, and in particular, tax-exempt entities, are urged to consult with their tax advisors concerning this issue.

IMH has financed and intends to continue to finance the acquisition of mortgage assets by entering into reverse repurchase agreements, which are essentially loans secured by IMH's mortgage assets. IMH has entered into master repurchase agreements with secured lenders known as "counterparties." Typically, such master repurchase agreements have cross-collateralization provisions that afford the counterparty the right to foreclose on the mortgage assets pledged as collateral. If the Service were to successfully take the position that the cross-collateralization provisions of the master repurchase agreements result in IMH having issued debt instruments (the reverse repurchase agreements) with differing maturity dates secured by a pool of mortgage loans, a portion of IMH's income could be characterized as excess inclusion income. In the absence of any definitive authority on this issue, there can be no complete assurance regarding whether the cross-collateralization provisions of the master repurchase agreements will not cause IMH to realize excess inclusion income.

BACKUP WITHHOLDING

IMH will report to its U.S. Stockholders and the Service the amount of dividends paid during each calendar year, and the amount of tax withheld, if any. Under the backup withholding rules, a stockholder may be subject to backup withholding at the rate of 31% with respect to dividends paid unless such holder (a) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact, or (b) provides a taxpayer identification number, certifies as to no loss of exemption from backup withholding, and otherwise complies with applicable requirements of the backup withholding rules. A U.S. Stockholder that does not provide IMH with his correct taxpayer identification number may also be subject to penalties imposed by the Service. Any amount paid as backup withholding will be creditable against the stockholder's income tax liability. In addition, IMH may be required to withhold a portion of capital gain distributions to any stockholders who fail to certify their non-foreign status to IMH.

TAXATION OF TAX-EXEMPT STOCKHOLDERS

Generally, a tax-exempt investor that is exempt from tax on its investment income, such as an individual retirement account (IRA) or a 401(k) plan, that holds Common Stock as an investment will not be subject to tax on dividends paid by IMH. However, if such tax-exempt investor is treated as having purchased its Common Stock with borrowed funds, some or all of its dividends from the Common Stock will be subject to tax. In addition, under some circumstances certain pension plans (including 401(k) plans but not including IRAs and government pension plans) that own more than 10% (by value) of IMH's outstanding stock, including Common Stock, could be subject to tax on a portion of their Common Stock dividends even if their Common Stock is held for investment and is not treated as acquired with borrowed funds. The ownership limit (see "Description of Capital Stock--Repurchase of Shares and Restrictions on Transfer"), however, should prevent this result.

TAXATION OF NON-U.S. STOCKHOLDERS

The preceding discussion does not address the rules governing United States federal income taxation of the ownership and disposition of Common Stock by persons that are not U.S. Stockholders ("Non-U.S. Stockholders"). In general, Non-U.S. Stockholders may be subject to special tax withholding requirements on distributions from IMH and with respect to their sale or other disposition of Common Stock, except to the extent reduced or eliminated by an income tax treaty between the United States and the Non-U.S. Stockholder's country. A Non-U.S. Stockholder who is a stockholder of record and is eligible for reduction or elimination of withholding must file an appropriate form with IMH in order to claim such treatment. Non-U.S. Stockholders should consult their own tax advisors concerning the federal income tax consequences to them of a purchase of shares of IMH's Common Stock including the federal income tax treatment of dispositions of interests in, and the receipt of distributions from IMH.

OTHER TAX CONSEQUENCES

ICIFC will not qualify as a REIT and will pay federal, state and local income taxes on its taxable income at normal corporate rates. As a result, ICIFC is able to distribute only its net after-tax earnings to its shareholders, including IMH, as dividend distributions, thereby reducing the cash available for distribution by IMH to its stockholders.

IMH and its stockholders may be subject to state or local taxation in various state or local jurisdictions, including those in which it or they transact business or reside. The state and local tax treatment of IMH and its stockholders may not conform to the federal income tax consequences discussed above. Consequently, prospective stockholders should consult their own tax advisors regarding the effect of state and local tax laws on an investment in IMH.

ERISA INVESTORS

A fiduciary of a pension, profit-sharing, stock bonus plan or individual retirement account, including a plan for self-employed individuals and their employees or any other employee benefit plan (collectively, a "Plan") subject to the prohibited transaction provisions of the Code or the fiduciary responsibility provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), should consider (1) whether the ownership of the Common Stock is in accordance with the documents and instruments governing the Plan, (2) whether the ownership of the Common Stock is consistent with the fiduciary's responsibilities and satisfies the requirements of Part 4 of Subtitle A of Title I of ERISA (if applicable) and, in particular, the diversification, prudence and liquidity requirements of Section 404 of ERISA, (3) the prohibitions under ERISA on improper delegation of control over, or responsibility for "plan assets" and ERISA's imposition of co-fiduciary liability on a fiduciary who participates in, or permits (by action or inaction) the occurrence of, or fails to remedy a known breach of duty by another fiduciary with respect to plan assets, and (4) the need to value the assets of the Plan annually.

UNDERWRITING

Under the terms of and subject to the conditions contained in the underwriting agreement (the "Underwriting Agreement") between the Company and the Underwriters named below (the "Underwriters"), for whom PaineWebber Incorporated, Oppenheimer & Co., Inc., Stifel, Nicolaus & Company, Incorporated and EVEREN Securities, Inc. are acting as representatives (the "Representatives"), the Underwriters have severally agreed to purchase from the Company and the Company has agreed to sell to the Underwriters severally the respective number of shares set forth opposite its name below:

UNDERWRITERS -----	NUMBER OF SHARES TO BE PURCHASED -----
PaineWebber Incorporated.....	
Oppenheimer & Co., Inc.	
Stifel, Nicolaus & Company, Incorporated.....	
EVEREN Securities, Inc.....	
Total.....	----- 2,500,000 =====

In the Underwriting Agreement, the Underwriters have severally agreed, subject to the terms and conditions set forth therein, to purchase all of the shares of Common Stock being sold pursuant to the Underwriting Agreement (other than those covered by the over-allotment option described below), if any shares of Common Stock are purchased. In the event of a default by any Underwriter, the Underwriting Agreement provides that, in certain circumstances, the purchase commitments of the nondefaulting Underwriters may be increased or the Underwriting Agreement may be terminated.

The Company has been advised by the Representatives that the Underwriters propose to offer the shares in part to the public at the public offering price set forth on the cover page of this Prospectus, and in part to certain securities dealers (who may include Underwriters) at such price less a concession not in excess of \$ per share, and that the Underwriters and such dealers may reallocate to certain dealers a discount not in excess of \$ per share. After commencement of the public offering, the public offering price, concessions to selected dealers and the discount to other dealers may be changed by the Representatives.

The Company has granted an option to the Underwriters, exercisable during the 45-day period after the date of this Prospectus, to purchase, at the Offering Price less the underwriting discount and commissions set forth on the cover page of this Prospectus, 375,000 additional shares of Common Stock. The Underwriters may exercise such option only to cover over-allotments, if any, made in connection with the offering of the shares of Common Stock offered hereby. To the extent the Underwriters exercise such option, each of the Underwriters will become obligated, subject to certain conditions, to purchase approximately the same percentage of such option shares as it was obligated to purchase pursuant to the Underwriting Agreement.

The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Federal securities laws, or to contribute to payments which the Underwriters may be required to make in respect thereof.

The Company, ICII, SPTL and certain stockholders have also agreed with the Underwriters that, for a period of 120 days following the commencement of this Offering, they will not offer, sell, contract to sell or otherwise dispose of any shares of Common Stock or rights to acquire such shares (other than pursuant to employee plans or the DRP) without the prior written consent of PaineWebber Incorporated.

Certain of the Underwriters, including the Representatives, have in the past performed, and may continue to perform investment banking services for the Company and have received customary compensation therefor. In addition, an affiliate of PaineWebber Incorporated has, in the ordinary course of business, extended to the Company a secured warehouse and repurchase credit facility.

LEGAL MATTERS

The validity of the Common Stock offered hereby will be passed on for the Company by Freshman, Marantz, Orlanski, Cooper & Klein, Beverly Hills, California, certain legal matters, including certain tax matters, will be passed on for the Company by Latham & Watkins, Los Angeles, California, and certain legal matters with respect to Maryland law will be passed on for the Company by Ballard Spahr Andrews & Ingersoll, Baltimore, Maryland. Certain legal matters will be passed on for the Underwriters by Paul, Weiss, Rifkind, Wharton & Garrison, New York, New York.

EXPERTS

The financial statements of Imperial Credit Mortgage Holdings, Inc. and ICI Funding Corporation as of December 31, 1995 and 1994, and for each of the years in the three-year period ended December 31, 1995, have been included herein in reliance upon the report of KPMG Peat Marwick LLP, independent certified public accountants, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing. The report of KPMG Peat Marwick LLP covering the December 31, 1995 financial statements contains an explanatory paragraph that states the Company adopted the provisions of Statement of Financial Accounting Standards No. 122, "Accounting for Mortgage Servicing Rights" for the year ended December 31, 1995.

ADDITIONAL INFORMATION

Copies of the Registration Statement of which this Prospectus forms a part and the exhibits thereto are on file at the offices of the Commission in Washington, D.C. and may be obtained at rates prescribed by the Commission upon request to the Commission and inspected, without charge, at the offices of the Commission. The Company is subject to the informational requirements of the Exchange Act, and in accordance therewith, periodically files reports and other information with the Commission. Such reports and other information can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W, Washington, D.C. 20549, and at the Commission's regional offices at Northwestern Atrium Center, 500 West Madison Street (Suite 1400), Chicago, Illinois 60661 and 7 World Trade Center, New York, New York 10048. Copies of such material can also be obtained from the Commission at prescribed rates through its Public Reference Section at 450 Fifth Street, N.W, Washington, D.C. 20549. Statements contained in this Prospectus as to the contents of any contract or other document referred to are not necessarily complete, and in each instance reference is made to the copy of such contract or other document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference.

GLOSSARY

As used in this Prospectus, the capitalized and other terms listed below have the meanings indicated.

"Affiliated Person" means of any entity: (1) any person directly or indirectly owning, controlling, or holding with the power to vote, five percent (5%) or more of the outstanding securities of such entity; (2) any person five percent (5%) or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such entity; (3) any person directly or indirectly controlling, controlled by, or under common control with, such entity or (4) any officer, director or employee of such entity or any person set forth in (1), (2) or (3) above. Any person who owns beneficially, either directly or through one or more controlled companies, more than twenty-five percent (25%) of the voting securities of any entity shall be presumed to control such entity. Any person who does not so own more than twenty-five percent (25%) of the voting securities of any entity shall be presumed not to control such entity. A natural person shall be presumed not to be a controlled entity.

"Agency" means FNMA, FHLMC or GNMA.

"Agency Certificates" means Pass-Through Certificates guaranteed by FNMA, FHLMC or GNMA.

"AMEX" means American Stock Exchange, Inc.

"ARM" means a mortgage loan or any mortgage loan underlying a Mortgage Security that features adjustments of the underlying interest rate at predetermined times based on an agreed margin to an established index. An ARM is usually subject to periodic interest rate and/or payment caps and a lifetime interest rate cap.

"Average Net Worth" means the arithmetic average of the sum of the gross proceeds from any sale of equity securities by the Company, before deducting any underwriting discounts and commissions and other expenses and costs relating to the offering, plus the Company's retained earnings (without taking into account any losses incurred in prior periods) computed by taking the daily average of such values during such period.

"Bankruptcy Code" means Title 11, United States Code, as amended.

"Charter" means the Articles of Incorporation of IMH and amendments thereto.

"CMO" means an adjustable or fixed-rate debt obligation (bond) that is collateralized by mortgage loans or mortgage certificates and issued by private institutions or issued or guaranteed by FNMA, FHLMC or GNMA.

"CMT Index" means the one year constant maturity Treasury index.

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

"Commission" means the Securities and Exchange Commission.

"Company" means IMH, ICIFC and IWLG as a combined entity unless the context requires otherwise.

"Conduit Operations" means ICIFC.

"Conforming loan" or "conforming mortgage loan" means a mortgage loan that complies with requirements for inclusion in credit support programs sponsored by FHLMC or FNMA which are secured by first or second mortgages or deeds of trust on single-family (one to four units) residences.

"DRP" means the Dividend Reinvestment Plan adopted by the Company.

"DRP Purchase Price" means (1) in the case of Common Stock purchased from the Company, 97% of the average of the daily high and low of the Common Stock, computed to three decimal places, as reported in the

NYSE Composite Transactions in The Wall Street Journal for the three days that the Common Stock was traded on the NYSE immediately prior to the applicable dividend payment date, (2) in the case of Common Stock purchased on the open market, 97% of the weighted average, computed to three decimal places, of the purchase prices for the Common Stock purchased by the DRP administrator (as defined in the DRP).

"11th District Cost of Funds" means the index made available monthly by the Federal Home Loan Bank Board of the cost of funds to members of the Federal Home Loan Bank 11th District.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Plan" or "Plan" means a pension, profit-sharing, retirement or other employee benefit plan which is subject to ERISA.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"5/25 mortgage loan" means a loan that adjusts on a one-time basis approximately five years following origination to an interest rate based upon a defined index plus a spread.

"FHA" means the United States Federal Housing Administration.

"FHLMC" means the Federal Home Loan Mortgage Corporation.

"FMAC" means Franchise Mortgage Acceptance Company LLC.

"FNMA" means the Federal National Mortgage Association.

"GNMA" means Government National Mortgage Association.

"GAAP" means generally accepted accounting principles.

"Gross Mortgage Assets" means for any month the weighted average aggregate book value of the Mortgage Assets, before reserves for depreciation or bad debts or other similar noncash reserves, computed at the end of such month.

"HUD" means the Department of Housing and Urban Development.

"IMH" means Imperial Credit Mortgage Holdings, Inc., a Maryland corporation.

"ICIFC" means ICI Funding Corporation, a California corporation that conducts the Conduit Operations.

"Interim Period" means the period from November 20, 1995 through December 31, 1995.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"ISOs" means qualified incentive stock options granted under the Stock Option Plan, which meet the requirements of Section 422 of the Code.

"IWLG" means Imperial Warehouse Lending Group, Inc., a California corporation that will be treated as a Qualified REIT Subsidiary of IMH.

"Keogh Plans" means H.R. 10 Plans.

"LIBOR" means the London interbank offered rate.

"Long-Term Investment Operations" means IMH.

"LTV" or "loan-to-value ratio" means the percentage obtained by dividing the principal amount of a loan by the lower of the sales price or appraised value of the mortgaged property when the loan is originated.

"Master Commitments" means commitments issued by the Company which will obligate the Company to purchase Mortgage Assets from the holders of the commitment for a specified period of time, in a specified aggregate principal amount and at a specified price.

"MGCL" means the Maryland General Corporation Law, as amended from time to time.

"Mortgage Assets" means (1) mortgage loans, (2) mortgage-backed securities and (3) other mortgage interests, which constitute Real Estate Assets.

"MSRs" means mortgage servicing rights.

"mortgage loans" means both conforming mortgage loans and non-conforming mortgage loans.

"mortgage-backed securities" means (1) pass-through certificates, (2) CMOs and (3) REMICS.

"Net Income" means the net income of the Company determined in accordance with GAAP before the Manager's incentive compensation, the deduction for dividends paid, and any net operating loss deductions arising from losses in prior periods. The Company's interest expenses for borrowed money shall be deducted in calculating Net Income.

"non-conforming loan" or "non-conforming mortgage loan" means a mortgage loan that does not qualify for purchase by government-sponsored entities such as FNMA and FHLMC.

"Ownership Limit" means 9.5% (in value or in number of shares, whichever is more restrictive) of the aggregate of the outstanding shares of Common Stock, as may be increased or reduced by the Board of Directors of the Company.

"Pass-Through Certificates" means securities (or interests therein) which are Qualified REIT Assets evidencing undivided ownership interests in a pool of mortgage loans, the holders of which receive a "pass-through" of the principal and interest paid in connection with the underlying mortgage loans in accordance with the holders' respective, undivided interests in the pool. Pass-Through Certificates evidence interests in loans secured by single family, but not multifamily or commercial, real estate properties.

"Privately-Issued Certificates" means privately-issued Pass-Through Certificates issued by the Company or an affiliate of the Company or other non-Agency third party issuer.

"Qualified Hedge" means a bona fide interest rate swap or cap agreement entered into by IMH to hedge variable rate indebtedness only, that IMH incurred or expects to incur to acquire or carry Qualified REIT Assets, as defined in Section 856(c)(6)(G) of the Code.

"Qualified REIT Assets" means Pass-Through Certificates, mortgage loans, Agency Certificates and other assets of the type described in Code Section 856(c)(6)(B).

"Qualified REIT Subsidiary" means a corporation whose stock is entirely owned by the REIT at all times during such corporation's existence.

"Qualifying Interests" means "mortgages and other liens on and interests in real estate," as defined in Section 3(c)(5)(C) under the Investment Company Act.

"Real Estate Asset" means interests in real property, interests in mortgages on real property, and regular interests in REMICS.

"REIT" means real estate investment trust as defined under Section 856 of the Code.

"REMIC" means serially maturing debt securities secured by a pool of mortgage loans, the payments on which bear a relationship to the debt securities and the issuer of which qualifies as a Real Estate Mortgage Investment Conduit as defined under Section 860D of the Code.

"reverse repurchase agreement" means a borrowing device by an agreement to sell securities or other assets to a third party and a simultaneous agreement to repurchase them at a specified future date and price, the price difference constituting the interest on the borrowing.

"Return on Equity" means return calculated for any quarter by dividing the Company's Net Income for the quarter by its Average Net Worth for the quarter.

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

"Service" means the United States Internal Revenue Service.

"SPTL" means Southern Pacific Thrift and Loans Association, a state chartered industrial loan law.

"Tax-Exempt Entity" means a qualified pension, profit-sharing or other employee retirement benefit plan, Keogh Plan, bank commingled trust fund for such plans, an IRA or other similar entity intended to be exempt from federal income taxation.

"Ten Year U.S. Treasury Rate" means the average of the weekly average yield to maturity for U.S. Treasury securities (adjusted to a constant maturity of 10 years) as published weekly by the Federal Reserve Board during a quarter.

"25% entity" means any entity of which ICII owns 25% or more of the voting securities.

"25% Incentive Payment" means incentive compensation for each fiscal quarter, in an amount equal to 25% of the Net Income of the Company, before deduction of such incentive compensation, in excess of the amount that would produce an annualized Return on Equity equal to the Ten Year U.S. Treasury Rate plus 2%.

"UBTI" means "unrelated trade or business taxable income" as defined in Section 512 of the Code.

"Unaffiliated Director" means a Director who is independent of the Company, any manager of the Company (including ICAI) and ICII and its Affiliated Persons.

"VA" means the United States Department of Veterans Affairs.

"Warehouse Lending Operations" means IWLG.

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ICI FUNDING CORPORATION

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
Imperial Credit Mortgage Holdings, Inc.:

We have audited the accompanying consolidated balance sheets of Imperial Credit Mortgage Holdings, Inc. and subsidiary as of December 31, 1995 and 1994, and the related consolidated statements of operations, changes in stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 1995. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Imperial Credit Mortgage Holdings, Inc. and subsidiary as of December 31, 1995 and 1994, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 1995 in conformity with generally accepted accounting principles.

As discussed in note 1 to the consolidated financial statements, the Company adopted the provisions of Statement of Financial Accounting Standards No. 122, "Accounting for Mortgage Servicing Rights" for the year ended December 31, 1995.

KMPG Peat Marwick LLP

Orange County, California
January 25, 1996

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

	MARCH 31, 1996 ----- (UNAUDITED)	DECEMBER 31, -----	
		1995 -----	1994 -----
ASSETS -----			
Cash and cash equivalents.	\$ 17,067,858	\$ 2,284,482	\$ --
Investment securities available-for-sale.....	33,242,883	17,378,238	--
Mortgage loans held for investment.....	311,460,948	--	--
Finance receivables, net..	196,065,560	582,921,113	3,024,440
Lease payment receivables held for sale.....	7,805,691	8,440,644	--
Accrued interest receiv- able.....	5,610,768	1,645,414	5,136
Due from affiliates.....	1,390,488	113,089	--
Investment in ICI Funding Corporation.....	9,535,887	865,839	6,335,058
Other assets.....	--	39,512	--
	-----	-----	-----
	<u>\$582,180,083</u>	<u>\$613,688,331</u>	<u>\$9,364,634</u>
	=====	=====	=====
 LIABILITIES AND STOCKHOLDERS' -----			
EQUITY -----			
Due to affiliates.....	\$ 6,040,036	\$ --	\$ --
Reverse-repurchase agree- ments.....	528,745,568	567,727,361	--
Borrowings from SPTL.....	--	--	2,511,379
Other liabilities.....	778,903	725,146	--
	-----	-----	-----
Total liabilities.....	535,564,507	568,452,507	2,511,379
	-----	-----	-----
Commitments and contingen- cies			
Stockholders' equity:			
Preferred stock, \$0.1 par value; 10 million shares authorized; none issued or outstanding at March 31, 1996 (unaudited) and at December 31, 1995 and 1994.....	--	--	--
Common stock, \$.01 par value; 50 million shares authorized; 4,250,000 shares issued and outstanding at March 31, 1996 (unaudited) and at December 31, 1995 and none issued and outstanding at December 31, 1994.....	42,500	42,500	--
Additional paid-in capital.....	44,970,544	44,970,544	--
Contributed capital.....	--	--	357,558
Investment securities valuation allowance.....	(66,550)	(92,663)	--
Retained earnings.....	1,669,082	315,443	6,495,697
	-----	-----	-----
Total stockholders' equity.....	46,615,576	45,235,824	6,853,255
	-----	-----	-----
	<u>\$582,180,083</u>	<u>\$613,688,331</u>	<u>\$9,364,634</u>
	=====	=====	=====

See accompanying notes to consolidated financial statements.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS

	FOR THE THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,		
	1996	1995	1995	1994	1993
(UNAUDITED)					
Revenues:					
Interest income.....	\$13,009,977	\$ 85,660	\$2,851,216	\$292,665	\$ 766,875
Equity in net income of ICI Funding Corporation.....	542,149	403,747	1,489,276	531,688	4,191,701
Fee income.....	172,096	30,766	243,155	82,742	320,173
	13,724,222	520,173	4,583,647	907,095	5,278,749
Expenses:					
Interest on borrowings from reverse repurchase agreements.....	9,009,167	--	1,116,287	--	--
Interest on borrowings from SPTL.....	--	47,698	598,421	126,524	334,220
Provision for loan losses.....	2,415,000	104,152	487,505	95,374	--
Advisory fee.....	426,222	--	37,888	--	--
General and adminis- trative expense.....	88,469	5,019	40,113	32,517	32,700
Professional services.	44,493	4,305	54,336	14,460	17,590
Personnel expense.....	43,792	18,455	90,737	143,308	110,269
Telephone and other communications.....	2,122	3,023	11,112	11,039	8,876
Occupancy expense.....	1,095	1,026	9,405	19,611	24,504
Data processing ex- pense.....	223	810	3,619	4,229	3,173
	12,030,583	184,488	2,449,423	447,062	531,332
Income before income taxes.....	1,693,639	335,685	2,134,224	460,033	4,747,417
Income (taxes) benefit..	--	28,586	(75,849)	30,095	(233,401)
Net income.....	\$ 1,693,639	\$364,271	\$2,058,375	\$490,128	\$4,514,016
Net income per share..	\$.39	--	\$.07	--	--

See accompanying notes to consolidated financial statements.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	NUMBER OF SHARES OUTSTANDING	COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	CONTRIBUTED CAPITAL	SECURITIES VALUATION ALLOWANCE	RETAINED EARNINGS	TOTAL STOCKHOLDERS' EQUITY
Balance, December 31, 1992.....	--	\$ --	\$ --	\$ --	\$ --	\$ 1,491,553	\$ 1,491,553
Net income, 1993.....	--	--	--	--	--	4,514,016	4,514,016
Balance, December 31, 1993.....	--	--	--	--	--	6,005,569	6,005,569
Capital contribution....	--	--	--	357,558	--	--	357,558
Net income, 1994.....	--	--	--	--	--	490,128	490,128
Balance, December 31, 1994.....	--	--	--	357,558	--	6,495,697	6,853,255
Contribution Transac- tion.....	500,000	5,000	514,750	(357,558)	--	(8,238,629)	(8,076,437)
Net proceeds, from ini- tial public offering...	3,750,000	37,500	44,455,794	--	--	--	44,493,294
Net income, 1995.....	--	--	--	--	--	2,058,375	2,058,375
Securities valuation al- lowance, net.....	--	--	--	--	(92,663)	--	(92,663)
Balance, December 31, 1995.....	4,250,000	42,500	44,970,544	--	(92,663)	315,443	45,235,824
Dividends paid (\$.08 per share) (unaudited)....	--	--	--	--	--	(340,000)	(340,000)
Net income, three months ended March 31, 1996 (unaudited).....	--	--	--	--	--	1,693,639	1,693,639
Change in securities valuation allowance (unaudited).....	--	--	--	--	26,113	--	26,113
Balance, March 31, 1996 (unaudited).....	4,250,000	\$42,500	\$44,970,544	\$ --	\$(66,550)	\$ 1,669,082	\$46,615,576

See accompanying notes to consolidated financial statements.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

	FOR THE THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,		
	1996	1995	1995	1994	1993
	(UNAUDITED)				
Cash flows from operating activities:					
Net income.....	\$ 1,693,639	\$ 364,271	\$ 2,058,375	\$ 490,128	\$ 4,514,016
Adjustments to reconcile net income to net cash provided by (used in) operating activities:					
Equity in net income of ICI Funding Corporation.....	(542,149)	(403,747)	(1,489,276)	(531,688)	(4,191,701)
Provision for loan losses.....	2,415,000	104,152	487,505	95,374	--
Net change in accrued interest on loans.....	(3,965,354)	(3,008)	(1,701,133)	4,565	(9,701)
Net change in other assets and liabilities.....	4,855,906	--	572,545	--	--
Net cash provided by (used in) operating activities.....	4,457,042	61,668	(71,984)	58,379	312,614
Cash flows from investing activities:					
Change in mortgage loans held for investment, net.....	(313,750,948)	--	--	--	--
Change in finance receivables.....	386,730,553	(3,179,559)	(602,737,414)	5,015,658	886,512
Purchases of investment securities available-for-sale.....	(15,838,531)	--	(17,470,901)	--	--
Net decrease (increase) in lease payment receivables.....	634,953	--	(8,440,644)	--	--
Contributions to ICIFC.	(8,127,900)	--	(495,000)	--	--
Net cash provided by (used in) investing activities.....	49,648,127	(3,179,559)	(629,143,959)	5,015,658	886,512
Cash flows from financing activities:					
Proceeds from initial public offering, net..	--	--	44,493,294	--	--
Net change in borrowings from SPTL..	--	3,117,891	19,279,770	(5,074,037)	(1,199,126)
Net change in reverse-repurchase agreements.	(38,981,793)	--	567,727,361	--	--
Dividends paid.....	(340,000)	--	--	--	--
Net cash provided by (used in) financing activities.....	(39,321,793)	3,117,891	631,500,425	(5,074,037)	(1,199,126)
Net change in cash and cash equivalents.....	14,783,376	--	2,284,482	--	--
Cash and cash equivalents at beginning of period....	2,284,482	--	--	--	--
Cash and cash equivalents at end of					

period.....	\$ 17,067,858	\$ --	\$ 2,284,482	\$ --	\$ --
	=====	=====	=====	=====	=====
Supplementary informa- tion:					
Interest paid.....	\$ 8,998,886	\$ 47,698	\$ 1,714,708	\$ 126,524	\$ 334,220
Income taxes paid (refunded).....	--	(32,941)	--	(30,095)	233,401
	=====	=====	=====	=====	=====
Non-cash transactions:					
Contribution Transaction on November 20, 1995:					
Net assets reverted to ICII and SPTL:					
Finance receivables....	\$ --	\$ --	\$ 22,353,236	\$ --	\$ --
Investment in ICIFC....	--	--	7,973,245	--	--
Accrued interest receivable.....	--	--	60,855	--	--
Borrowings from SPTL...	--	--	21,791,149	--	--
Contributed capital....	--	--	357,558	--	--
Retained earnings.....	--	--	8,238,629	--	--
Contribution by ICII of 100% of the preferred stock of ICI Funding Corporation (representing a 99% economic interest).....	--	--	519,750	--	--
Unrealized losses on investment securities available-for-sale.....	26,113	--	(92,663)	--	--

See accompanying notes to consolidated financial statements.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND 1995 (UNAUDITED)
AND THE THREE-YEAR PERIOD ENDED DECEMBER 31, 1995

1. SUMMARY OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

BUSINESS

Imperial Credit Mortgage Holdings, Inc. and subsidiary (IMH or the Company) is a Maryland corporation formed on August 28, 1995 that operates three businesses, two of which were formerly owned and operated by Imperial Credit Industries, Inc. (ICII), a leading diversified financial services company and mortgage bank. IMH intends to operate so as to qualify as a real estate investment trust (REIT) under the requirements of the Internal Revenue Code. The business objectives are discussed in the succeeding three paragraphs.

The Long-Term Investment Operations, a newly created business, invests primarily in non-conforming residential mortgage loans and mortgage-backed securities secured by or representing interests in such loans. The Long-Term Investment Operations also invest, to a lesser extent, in second mortgages.

The Conduit Operations, conducted in ICI Funding Corporation (ICIFC), primarily purchases non-conforming mortgage loans and, to a lesser extent, second mortgage loans from its network of third party correspondents and subsequently securitizes or sells such loans to permanent investors. ICIFC, in addition to its ongoing securitizations and sales to third party investors, supports the Long-Term Investment Operations of the Company by supplying IMH with non-conforming mortgage loans and securities backed by non-conforming mortgage loans at costs which the Company believes are lower than would be available through third parties.

The Warehouse Lending Operations provides short-term lines of credit to ICIFC and other approved mortgage banks, most of which are correspondents of ICIFC, to finance mortgage loans during the time from the closing of the loans to their sale or other settlement with pre-approved investors.

CONTRIBUTION TRANSACTION

On November 20, 1995, the effective date of IMH's initial public offering (Initial Public Offering), ICII contributed to ICIFC certain operating assets and certain customer lists of ICII's mortgage conduit operations, including all of ICII's mortgage conduit operations' commitments to purchase mortgage loans, subject to rate locks from correspondents, in exchange for shares representing 100% of the common stock and 100% of the non-voting preferred stock of ICIFC. Simultaneously, on the effective date of the Initial Public Offering, in exchange for 500,000 shares of IMH Common Stock, ICII (1) contributed to IMH all of the outstanding non-voting preferred stock of ICIFC, which represents 99% of the economic interest in ICIFC, (2) caused Southern Pacific Thrift and Loan Association (SPTL), a wholly owned subsidiary of ICII, to contribute to IMH certain operating assets and certain customer lists of SPTL's warehouse lending division, and (3) executed an agreement not to compete and a right of first refusal agreement, each having a term of two years from the effective date of the Initial Public Offering. This contribution is known as the "Contribution Transaction." All of the outstanding shares of common stock of ICIFC were retained by ICII. Lastly, IMH contributed all of the aforementioned operating assets of SPTL's warehouse lending operations contributed to it by SPTL to Imperial Warehouse Lending Group (IWLG) in exchange for shares representing 100% of the common stock of IWLG thereby forming it as a wholly owned subsidiary. On the effective date of the Initial Public Offering, the net tangible book value of the assets contributed pursuant to the Contribution Transaction was \$525,000. The assets contributed were recorded by IMH at the net book value of SPTL and ICII. ICII and SPTL retained all other assets and liabilities related to the contributed operations which consist of mortgage servicing rights (MSRs), finance receivables and advances made by ICII and SPTL to fund mortgage conduit loan acquisitions and to fund finance receivables.

BASIS OF FINANCIAL STATEMENT PRESENTATION

Prior to the Contribution Transaction, the operations of IWLG are combined with the Company in a manner similar to a "pooling-of-interests" and the Company's investment in ICIFC is recorded using the equity method of accounting, with the accompanying consolidated financial statements and notes reflecting the historical operations of IWLG for those periods presented.

The historical operations of IWLG, formerly a division of SPTL, have been presented in the consolidated financial statements for the period January 1, 1995 to November 19, 1995 and for the years ended December 31, 1994 and 1993 as a stand-alone company. Certain adjustments, as described below, were made to historical operations in order to provide fair presentation of the financial operations of IWLG.

The consolidated financial statements have been prepared in conformity with generally accepted accounting principles and prevailing practices within the financial services industry. In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the balance sheet and revenues and expenses for the period. Actual results could differ significantly from those estimates.

All material intercompany balances and transactions with IMH's consolidated subsidiary (IWLG) have been eliminated in consolidation.

CASH AND CASH EQUIVALENTS

For purposes of the consolidated statements of cash flows, cash and cash equivalents consists of cash and money market mutual funds. The Company considers investments with maturities of three months or less at date of acquisition to be cash equivalents.

BORROWINGS FROM SPTL

Historical operations of IWLG have been adjusted to reflect the funding of net assets by SPTL. The adjustments are disclosed in the accompanying consolidated balance sheets as "Borrowings from SPTL." These borrowings were recorded at no more than 98% of total finance receivables which is the maximum advance rate allowed under current ICII warehouse lines of credit. Additionally, the historical operations of IWLG have been adjusted to reflect the estimated interest charges on these borrowings. In order to reflect all costs of doing business in the financial statements, interest charges have been allocated to IWLG in the accompanying consolidated statements of operations.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

The interest charges allocated are based upon estimated average borrowings balances of IWLG and SPTL's average cost of funds, which were computed based on a weighted average of SPTL borrowings. The average borrowings and interest rates used to determine the interest on IWLG borrowings are as follows:

	JANUARY 1, 1995 THROUGH NOVEMBER 19, 1995	FOR THE THREE MONTHS ENDED MARCH 31, 1995	FOR THE YEAR ENDED DECEMBER 31,	
			1994	1993
		(UNAUDITED)		
Estimated average borrowings.....	\$11,258,467	\$3,343,987	\$3,045,442	\$9,821,232
Interest rate.....	5.80%	5.71%	4.15%	3.40%
Interest allocation.....	\$ 598,421	\$ 47,698	\$ 126,524	\$ 334,220

EQUITY

Prior to the effective date of the offering, IWLG had no capital or retained earnings recorded in its accounts. To properly reflect the historical financial operations of IWLG, retained earnings were recorded as a result of net income or loss from operations on an adjusted historical basis.

INVESTMENT IN ICI FUNDING CORPORATION

The Company records its investment in ICIFC on the equity method. ICII owns all of the common stock of ICIFC and is entitled to 1% of the earnings or loss of ICIFC. The Company is entitled to 99% of the earnings or losses of ICIFC through its ownership of all of the non-voting preferred stock in ICIFC. ICIFC is a mortgage loan conduit organization, which purchases mortgage loans and subsequently securitizes or sells such loans to permanent investors, including IMH (see note 14).

INVESTMENT SECURITIES AVAILABLE FOR SALE

The Company accounts for investment securities in accordance with Statement of Financial Accounting Standard No. 115 "Accounting for Certain Investments in Debt and Equity Securities." This statement requires the Company to classify investment and mortgage-backed securities as held-to-maturity, available-for-sale, and/or trading securities. Held-to-maturity investment and mortgage-backed securities are reported at amortized cost, available-for-sale securities are reported at fair value with unrealized gains and losses, net of related income taxes, as a separate component of stockholders' equity, and trading securities are reported at fair value with unrealized gains and losses reported in income. Discounts obtained on investment securities are amortized to interest income over the estimated life of the investment securities using the interest method.

The Company's investment securities are held as available-for-sale, reported at fair value with unrealized gains and losses reported as a separate component of stockholders' equity. As the Company qualifies as a REIT and no income taxes are paid, the unrealized gains and losses are reported gross in stockholders' equity.

MORTGAGE LOANS HELD FOR INVESTMENT

The Company purchases certain non conforming mortgage loans to be held as long-term investments. Mortgage loans held for investment are recorded at cost at the date of purchase. Mortgage loans held for investment include various types of adjustable-rate loans secured by mortgages on single-family residential real estate properties and fixed-rate loans secured by second trust deeds on single-family residential real estate properties, accounting for 89% (unaudited) and 11% (unaudited), respectively, of the long-term investment portfolio at March 31, 1996. At December 31, 1995 the Company had no mortgage loans held for investment.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

Approximately 76.5% (unaudited) of the mortgage loans held for investment at March 31, 1996 were collateralized by properties located in California. Premiums and discounts and the market valuation related to these loans are amortized over their estimated lives using the interest method. Loans are continually evaluated for collectibility and, if appropriate, the loan may be placed on nonaccrual status, generally 90 days past due, and previously accrued interest reversed from income. As of March 31, 1996, there were no loans on nonaccrual status and the Company had an allowance for loan losses of \$2.2 million (unaudited).

The Company maintains an allowance for losses on mortgage loans held for investment at an amount which it believes is sufficient to provide adequate protection against future losses in the mortgage loans portfolio. The allowance for losses is determined primarily on the basis of management's judgment of net loss potential, including specific allowances for known impaired loans and other factors such as changes in the nature and volume of the portfolio, value of the collateral and current economic conditions that may affect the borrowers' ability to pay. A provision is recorded for all loans or portions thereof deemed to be uncollectible thereby increasing the allowance for loan losses.

FINANCE RECEIVABLES

Finance receivables represent transactions with customers, including ICIFC, involving predominantly residential real estate lending. As a warehouse lender, the Company is a secured creditor of the mortgage bankers and brokers to which it extends credit and is subject to the risks inherent in that status, including the risk of borrower default and bankruptcy. Any claim of the Company as a secured lender in a bankruptcy proceeding may be subject to adjustment and delay.

The Company maintains an allowance for losses on financing receivables at an amount which it believes is sufficient to provide adequate protection against future losses in the portfolio. The allowance for losses is determined primarily on the basis of management's judgment of net loss potential, including specific allowances for known impaired loans. A provision is recorded for all accounts or portions thereof deemed to be uncollectible.

Finance receivables are stated at the principal balance outstanding. Interest income is recorded on the accrual basis in accordance with the terms of the loans. Finance receivables are continually evaluated for collectibility and, if appropriate, the receivable is placed on non accrual status, generally 90 days past due. Future collections of interest income are included in interest income or applied to the loan balance based on an assessment of the likelihood that the loans will be repaid.

LEASE PAYMENT RECEIVABLES HELD FOR SALE

The Company's subordinated interest in lease receivables is collateralized by liens on equipment. Revenue on the lease receivables is accrued as earned, except where a reasonable doubt exists as to the collectibility of the related principal, in which case the accrual of income is discontinued.

INCOME TAXES

IWLG did not record income taxes in its historical operations. The accompanying consolidated financial statements reflect income taxes (benefit) for IWLG as if it had been a separate subsidiary of SPTL for the period January 1, 1995 through November 19, 1995 and the years ended December 31, 1994 and 1993. As a separate subsidiary of SPTL, IWLG would file a consolidated Federal income tax return and a combined California franchise tax return with ICII. ICII's income tax allocation policy for financial statement purposes is to allocate income tax provision or benefit based on income (loss) before income taxes (benefit) of each entity within its consolidated group, adjusted for nontaxable or nondeductible items of income and expense. ICIFC's taxable income is included in ICII's Federal and State income tax returns. Post-Contribution, ICIFC will file its own tax return.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

Effective January 1, 1993, IWLG adopted SFAS 109, resulting in no material adjustment to income. Prior to the Contribution Transaction, deferred tax assets and liabilities were recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

IMH intends to operate so as to qualify as a real estate investment trust (REIT) under the requirements of the Internal Revenue Code (the Code). Requirements for qualification as a REIT include various restrictions on ownership of IMH's stock, requirements concerning distribution of taxable income and certain restrictions on the nature of assets and sources of income. A REIT must distribute at least 95% of its taxable income to its stockholders, the distribution of which 85% must be within the taxable year and the remaining balance may extend until timely filing of its tax return in its subsequent taxable year. Qualifying distributions of its taxable income are deductible by a REIT in computing its taxable income. Although IMH did not make any distributions during the calendar year of 1995, it can nevertheless retain its qualified REIT status and eliminate its 1995 taxable income by making a qualified distribution after the close of the 1995 taxable year in accordance with the provisions of section 858 of the Code. IMH intends to and has taken steps to satisfy the requirements of section 858 of the Code and to elect to apply amounts out of its first distributions in calendar year 1995 to effectively distribute 100% of its 1995 taxable income. The 1995 provision for income taxes for IMH in the consolidated financial statements pertains to the period prior to the Contribution Transaction. If in any tax year IMH should not qualify as a REIT, it would be taxed as a corporation and distributions to the stockholders would not be deductible in computing taxable income. If IMH were to fail to qualify as a REIT in any tax year, it would not be permitted to qualify for that year and the succeeding four years.

ADVERTISING

The Company accounts for its advertising costs as non-direct response advertising. Accordingly, advertising costs are expensed as incurred.

NET INCOME PER SHARE

Net income per share is computed on the basis of the weighted average number of shares outstanding for the year. The effect on the net income per share resulting from dilution is not material during any period.

Pro forma net income per share as if all stock options and ICII ownership interest in IMH were outstanding since January 1, 1993 and actual net income per share for the three months ended March 31, 1996 and after the Offering for the period from November 20, 1995 through December 31, 1995 is:

	ACTUAL FOR THE THREE MONTHS ENDED MARCH 31, 1996	ACTUAL NOVEMBER 20, 1995 THROUGH DECEMBER 31, 1995	PRO FORMA FOR THE YEAR ENDED DECEMBER 31, 1995

	(UNAUDITED)		
Weighted average shares outstanding.....	4,307,158	4,284,015	955,248
Net income.....	\$1,693,639	\$ 315,443	\$2,058,375
Net income per share.....	\$.39	\$.07	\$ 2.16
	=====	=====	=====

The 1994 and 1993 pro forma net income per share is not presented as the information is not meaningful.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

There were no dividends paid in 1995. An \$0.08 cash dividend was paid on January 30, 1996 (unaudited). A \$0.39 cash dividend was paid on April 30, 1996 (unaudited).

RECLASSIFICATIONS

Certain items in prior periods have been reclassified to conform to the current presentation.

MORTGAGE SERVICING RIGHTS

On May 12, 1995, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 122, "Accounting for Mortgage Servicing Rights" ("SFAS 122"), as an amendment to SFAS 65. The Company elected to adopt this standard for the year ended December 31, 1995. The impact on the Company from adoption of SFAS 122 is only to the extent mortgage servicing rights are recognized by ICIFC.

RECENT ACCOUNTING PRONOUNCEMENTS

In November 1995, the FASB issued Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" (SFAS 123). This statement establishes financial accounting standards for stock-based employee compensation plans. SFAS 123 permits the Company to choose either the fair value based method from SFAS 123 or intrinsic value based method of accounting for its stock-based compensation arrangements under APB Opinion 25. SFAS 123 requires pro forma disclosures of net income and income per share computed as if the fair value based method had been applied in financial statements of companies that continue to follow current practice in accounting for such arrangements under Opinion 25. SFAS 123 applies to all stock-based employee compensation plans in which an employer grants shares of its stock or other equity instruments to employees except for employee stock ownership plans. SFAS 123 also applies to plans in which the employer incurs liabilities to employees in amounts based on the price of the employer's stock, i.e., stock option plans, stock purchase plans, restricted stock plans, and stock appreciation rights. The statement also specifies the accounting for transactions in which a company issues stock options or other equity instruments for services provided by nonemployees or to acquire goods or services from outside suppliers or vendors. The recognition provision of SFAS 123 for companies choosing to adopt the new fair value based method of accounting for stock-based compensation arrangements may be adopted immediately and will apply to all transactions entered into in fiscal years that begin after December 15, 1995. The disclosure provisions of SFAS 123 are effective for fiscal years beginning after December 15, 1995; however, disclosure of the pro forma net income and income per share, as if the fair value method of accounting for stock-based compensation had been elected, is required for all awards granted in fiscal years beginning after December 31, 1994. The Company will continue to account for stock-based compensation under APB Opinion 25 and, as a result, SFAS 123 will not have a material impact on the Company's operations.

2. INVESTMENT SECURITIES AVAILABLE FOR SALE

The Company's mortgage-backed securities are secured by conventional, one-to-four family mortgage loans. The yield to maturity on each security depends on, among other things, the rate and timing of principal payments (including prepayments, repurchases, defaults and liquidations), the pass-through rate and interest rate fluctuations. The Company's interest in these securities is subordinated so that, in the event of a loss, payments to senior certificate holders will be made before the Company receives its payments.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

The amortized cost and estimated fair value of mortgage-backed securities available-for-sale are summarized as follows:

MARCH 31, 1996 (UNAUDITED)				
	AMORTIZED COST	GROSS UNREALIZED GAIN	GROSS UNREALIZED LOSS	ESTIMATED FAIR VALUE
Donaldson, Lufkin and Jenrette Series:				
1995-Q6, Class B-1.....	\$ 6,584,972	--	\$ (147,645)	\$ 6,437,327
1995-4, Class B-1.....	3,828,628	--	(150,567)	3,678,061
1995-4, Class B-2.....	1,661,480	--	(65,894)	1,595,586
Salomon Brothers Series VII 95-A, Class B-2.....	5,409,551	114,326	--	5,523,877
Bear Stearns Mortgage Securi- ties, Inc. 1996-1 XI.....	8,512,711	58,230	--	8,570,941
	<u>\$25,997,342</u>	<u>\$172,556</u>	<u>\$ (364,106)</u>	<u>\$25,805,792</u>

DECEMBER 31, 1995				
	AMORTIZED COST	GROSS UNREALIZED GAIN	GROSS UNREALIZED LOSS	ESTIMATED FAIR VALUE
Donaldson, Lufkin and Jenrette Series:				
1995-Q6, Class B-1.....	\$ 6,585,440	--	\$(36,496)	\$ 6,548,944
1995-4, Class B-1.....	3,793,799	--	(7,962)	3,785,837
1995-4, Class B-2.....	1,641,124	--	(4,321)	1,636,803
Salomon Brothers Series VII 95-A, Class B-2.....	5,450,538	--	(43,884)	5,406,654
	<u>\$17,470,901</u>	<u>--</u>	<u>\$(92,663)</u>	<u>\$17,378,238</u>

The Company purchased two of its mortgage-backed securities from SPTL in December 1995 (see note 9).

The Company holds other securities available-for-sale with estimated fair values as follows:

MARCH 31, 1996 (UNAUDITED)				
	AMORTIZED COST	GROSS UNREALIZED GAIN	GROSS UNREALIZED LOSS	ESTIMATED FAIR VALUE
Imperial Credit Industries, Inc. 9 3/4% Senior Notes.....	\$ 4,500,000	\$125,000	\$ --	\$ 4,625,000
Franchise Loan Receivables Trust 1995-B.....	2,812,091	--	--	2,812,091
	<u>\$ 7,312,091</u>	<u>\$125,000</u>	<u>\$ --</u>	<u>\$ 7,437,091</u>

The equity in the Franchise Loans Receivables Trust 1995-B was purchased from ICII in the first quarter of 1996 (unaudited).

3. MORTGAGE LOANS HELD FOR INVESTMENT

Mortgage loans held for investment consist of the following:

	AT MARCH 31, 1996
	----- (UNAUDITED)
Loans secured by single-family residential real estate properties.....	\$309,816,250
Premiums on loans.....	3,934,698
Allowance for loan losses.....	(2,290,000)

	\$311,460,948
	=====

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

There were no mortgage loans held for investment at December 31, 1995.

The allowance for loan loss activity for the three months ended March 31, 1996 consisted only of a provision. There were no charge-offs or recoveries during that period (unaudited).

4. FINANCE RECEIVABLES

The Company's finance receivables represent warehouse lines of credit with mortgage banking companies collateralized by mortgage loans on single family residences. Because of the concentration of mortgage loans underlying the Company's finance receivables located in California, which was 63% at December 31, 1995, a significant decline in regional economic conditions, or some other regional catastrophe, could result in mortgage banking companies being unable to sell mortgage loans and the Company suffering losses on their warehouse lines or in fewer mortgage loans available for warehouse lending by the Company and ultimately a decline in interest income and fee income. No other significant concentrations existed at December 31, 1995.

Finance receivables consist of the following:

	AT MARCH 31, 1996	AT DECEMBER 31,	
		1995	1994
	(UNAUDITED)		
Due from ICIFC.....	\$173,407,629	\$550,290,862	\$ --
Due from other mortgage banking companies.....	22,882,931	32,730,251	3,119,814
	196,290,560	583,021,113	3,119,814
Allowance for finance receivable losses.....	(225,000)	(100,000)	(95,374)
	\$196,065,560	\$582,921,113	\$3,024,440
	=====	=====	=====

The Company earns interest rates at prime (8.5% at December 31, 1995) on warehouse lines to ICIFC and prime plus one-half to two percent on its warehouse lines to other mortgage banking companies. These lines have maturities which range from on demand to one year and are generally collateralized by mortgages on single family residences.

Activity in the allowance for finance receivable losses for the year ended December 31 was as follows:

	FOR THE THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,	
	1996	1995	1995	1994
	(UNAUDITED)			
Balance, beginning of period.....	\$100,000	\$ 95,374	\$ 95,374	\$ --
Provision for finance receivable losses.....	125,000	104,152	487,505	95,374
Charge-offs.....	--	--	(482,879)	--
Balance, end of period.....	\$225,000	\$199,526	\$ 100,000	\$95,374
	=====	=====	=====	=====

The charge-offs reflected in the above table were recorded prior to the effective date of the Initial Public Offering and are related to one borrower.

There was no allowance for finance receivable losses in 1993.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

5. REVERSE-REPURCHASE AGREEMENTS

IMH enters into reverse-repurchase agreements with major brokerage firms for its mortgage warehouse lending operations and to fund the purchase of mortgage loans and mortgage-backed securities. Mortgage loans underlying certain of the agreements are delivered to the dealers that arrange the transactions. The following tables present information regarding reverse-repurchase agreements:

MARCH 31, 1996 (UNAUDITED)

UNDERLYING COLLATERAL	REVERSE REPURCHASE LIABILITY	UNDERLYING COLLATERAL	MATURITY DATE
Paine Webber:			
Mortgage loans.....	\$309,695,709	\$310,019,647	July 30, 1996
Merrill Lynch:			
Mortgage loans.....	199,812,859	200,021,861	April 30, 1996
Salomon Brothers:			
MBS Salomon 1995-A.....	4,951,000	5,523,877	April 4, 1996
Donaldson, Lufkin and Jenrette (DLJ):			
MBS DLJ:			
1995-4 B-1.....	1,839,000	3,678,061	April 29, 1996
1995-4 B-2.....	798,000	1,595,586	April 29, 1996
1995-Q6 B-1.....	5,149,000	6,437,327	April 15, 1996
	7,786,000	11,710,974	
Bear Stearns:			
MBS Bear Stearns 1996-1 X1.....	6,500,000	8,570,941	April 1, 1996
Total.....	\$528,745,568	\$535,847,300	

DECEMBER 31, 1995

UNDERLYING COLLATERAL	REVERSE REPURCHASE LIABILITY	UNDERLYING COLLATERAL	MATURITY DATE
Paine Webber:			
Mortgage loans.....	\$239,628,464	\$251,423,244	January 8, 1996
Merrill Lynch:			
Mortgage loans.....	323,180,005	332,660,022	January 25, 1996
Salomon Brothers:			
MBS Salomon 1995-A.....	4,918,892	5,406,654	January 5, 1996
Total.....	\$567,727,361	\$589,489,920	

There were no reverse-repurchase agreements at December 31, 1994.

At March 31, 1996 (unaudited) and December 31, 1995, reverse-repurchase liability includes accrued interest payable of \$1,085,792 and \$1,075,511, respectively.

The following table presents certain information on reverse-repurchase agreements, excluding accrued interest payable:

MARCH 31, 1996	DECEMBER 31, 1995
-----	-----

(UNAUDITED)

Maximum Month-End Outstanding Balance.....	\$634,209,986	\$566,651,850
Average Balance Outstanding.....	571,018,235	16,343,476
Weighted Average Rate.....	6.31%	6.83%

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

The maximum amount available under the reverse-repurchase agreement at March 31, 1996 (unaudited) and December 31, 1995 is \$623 million.

6. INCOME TAXES

The Company, as a qualified REIT for the period from November 20, 1995 to December 31, 1995 is not subject to income taxes. The Company's income taxes (benefit) for the periods it was not a REIT follow:

	1995	1994	1993
	-----	-----	-----
Current:			
Federal.....	\$36,951	\$(10,775)	\$177,135
State.....	2,054	2,555	57,978
	-----	-----	-----
Total current.....	39,005	(8,220)	235,113
	-----	-----	-----
Deferred:			
Federal.....	26,257	(11,602)	(1,712)
State.....	10,587	(10,273)	0
	-----	-----	-----
Total deferred.....	36,844	(21,875)	(1,712)
	-----	-----	-----
Total income taxes (benefit).....	\$75,849	\$(30,095)	\$233,401
	=====	=====	=====

The income tax provision prior to the formation of IMH as a REIT differs from statutory Federal corporate income tax rate primarily due to state income taxes and equity in earnings of ICIFC.

Deferred income taxes arise from differences in the bases of assets and liabilities for tax and financial reporting purposes. The following table shows the primary components of the IWLG's net deferred taxes at December 31, 1994:

Deferred tax assets:		
Allowance for finance receivable losses.....		\$40,057
Other.....		3,597

Total.....		43,654
Valuation allowance.....		--

Deferred tax assets, net of valuation allowance.....		43,654
Deferred tax liabilities:		
State taxes.....		(2,701)

Total.....		(2,701)

Net deferred tax assets (included in borrowings from SPTL).....		\$40,953
		=====

The Company had no deferred taxes at December 31, 1995.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Management considers the scheduled reversal of deferred tax liabilities and available tax carrybacks in making this assessment. Based upon the schedule of reversals and available tax carrybacks, management believes it is more likely than not the Company will realize the benefits of the deferred tax assets. All deferred tax balances were transferred to ICII on November 20, 1995 as part of the Contribution Transaction.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

7. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The following disclosure of the estimated fair value of financial instruments as of December 31, 1995 is made in accordance with the requirements of Statement of Financial Accounting Standards (SFAS) No. 107, Disclosures About Fair Value of Financial Instruments, and SFAS No. 119, Disclosures About Derivative Financial Instruments and Fair Value of Financial Instruments. The estimated fair value amounts have been determined by IMH using available market information and appropriate valuation methodologies; however, considerable judgment is necessarily required to interpret market data to develop the estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts IMH could realize in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

	DECEMBER 31, 1995	
	CARRYING AMOUNT	ESTIMATED FAIR VALUE
	(IN THOUSANDS)	
Assets:		
Cash and cash equivalents.....	\$ 2,284	\$ 2,284
Investment securities available-for-sale.....	17,378	17,378
Finance receivables.....	582,921	582,921
Lease payment receivables held for sale.....	8,441	8,441
Liabilities:		
Reverse-repurchase agreements, net of accrued interest.....	566,652	566,652
Off balance-sheet unrealized gains (losses):		
Short-term commitments to extend credit.....	--	--

The fair value estimates as of December 31, 1995 are based on pertinent information available to management as of that date. Although management is not aware of any factors that would significantly affect the estimated fair value amounts, such amounts have not been comprehensively revalued for purposes of these financial statements since those dates and, therefore, current estimates of fair value may differ significantly from the amounts presented herein.

The following describes the methods and assumptions used by IMH in estimating fair values.

CASH AND CASH EQUIVALENTS

The carrying amount for cash and cash equivalents approximates fair value because these instruments are demand deposits and money market mutual funds and do not present unanticipated interest rate or credit concerns.

INVESTMENT SECURITIES AVAILABLE FOR SALE

The fair value of investment securities is estimated based on quoted market prices from dealers and brokers for similar types of mortgage-backed securities.

FINANCE RECEIVABLES

The fair value approximates the carrying amounts because of the short-term nature of the assets and do not present unanticipated interest rate or credit concerns.

LEASE PAYMENT RECEIVABLES HELD FOR SALE

The fair value is estimated by discounting future cash flows using credit and discount rates the Company believes reflect the estimated credit, interest rate and prepayment risks associated with similar types of instruments.

REVERSE-REPURCHASE AGREEMENTS

Fair values approximate the carrying amounts because of the short-term maturity of the liabilities and do not present unanticipated interest rate or credit concerns.

SHORT-TERM COMMITMENTS TO EXTEND CREDIT

There are no commitment fees associated with IMH's lines of credit extended under the warehouse lending program. Accordingly, these commitments do not have an estimated fair value.

8. EMPLOYEE BENEFIT PLANS

PROFIT SHARING AND 401(K) PLAN

Prior to July 1, 1993, Imperial Bancorp (the primary shareholder of ICII) had a noncontributory profit sharing plan in which employees of the Company were eligible to participate at year end if they had been employed for at least 1,000 hours during the year. For 1993, there was no contribution charged to operations.

Imperial Bancorp also had a 401(k) plan in which all employees of the Company had been eligible to participate. On July 1, 1993, ICII terminated its participation in Imperial Bancorp's 401(k) and profit sharing plans, establishing its own 401(k) plan (the Plan) in which employees of the Company were eligible to participate. On September 30, 1993, Imperial Bancorp transferred all plan assets to ICII.

Under ICII's 401(k) plan, employees of the Company may contribute up to 14% of their salaries. The Company will match 50% of the first 4% of employee contributions. An additional Company contribution may be made at the discretion of the Company.

The Company does not have its own 401(K) or profit sharing plan. As such, employees of the Company participate in ICII's 401(K) plan. The Company's matching and discretionary contributions were not significant for any period presented.

9. RELATED PARTY TRANSACTIONS

RELATED PARTY COST ALLOCATIONS AND CHARGES

Prior to the Contribution Transaction, IWLG was allocated various costs from SPTL and charged for certain ICII services. The costs of these services were not directly attributable to IWLG and primarily include general corporate overhead such as human resources, data processing, professional services, telephone and other communications, and general and administrative expense including a fixed asset user charge. These expenses were allocated or charged based typically on a per employee basis, which management believes is reasonable. Total related party allocations and charges for the period January 1, 1995 through November 19, 1995, for the three months ended March 31, 1995 (unaudited) and for the years ended December 31, 1994, and 1993 were \$46,865, \$9,465, \$56,128 and \$52,739, respectively.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

Interest income recorded by the Company, related to finance receivables due from ICIFC, was \$11,219,048 and \$1,348,424 for the three months ended March 31, 1996 (unaudited) and for the year ended December 31, 1995.

On the effective date of the Initial Public Offering, IMH entered into a services agreement with ICII under which ICII provides various services to the Company, including data processing, human resource administration, general ledger accounts, check processing, remittance processing and payment of accounts payable. ICII charges fees for each of the services based upon usage. As part of the services provided, ICII provides IWLG with insurance coverage and self insurance programs, including health insurance. The charge to IWLG for coverage is based upon a pro rata portion of the costs to ICII for its various policies. Total charges for the three months ended March 31, 1996 (unaudited) and for the period November 20, 1995 through December 31, 1995 were \$17,767 and \$4,462, respectively.

CASH

Prior to the Contribution Transaction, IWLG had no cash accounts. All operations were funded directly by SPTL. Adjustments were made to IWLG's financial statements to reflect these fundings as borrowings from SPTL. IWLG did not reflect any accounts receivable or payable on its balance sheet prior to the Contribution Transaction because all transactions of IWLG either increased or decreased its borrowings from SPTL.

PURCHASE OF MORTGAGE-BACKED SECURITIES

On December 29, 1995, the Company purchased, at market value, from SPTL, DLJ Mortgage Acceptance Corp. Pass-Through Certificates Series 1995-4, Class B-1 and Class B-2 issued August 29, 1995. These certificates consist primarily of a pool of certain conventional, 11th district cost of funds adjustable rate, one-to-four family, first lien mortgage loans, with terms to maturity of not more than 30 years. The mortgage loans underlying the certificates were originated or acquired by ICII. All of the mortgage loans were serviced by ICII in its capacity as master servicer at December 31, 1995. ICII sold the servicing related to these mortgage loans to an unrelated third party during the first quarter of 1996 (unaudited).

The Company purchased the Class B-1 certificates having a current certificate principal balance of \$4,822,722 and the Class B-2 certificates having a current certificate principal balance of \$2,338,290 for a price of 78.54 and 70.01, respectively, equating to a discount of \$1,028,923 and \$697,166, respectively.

PURCHASE OF BULK MORTGAGE LOANS (UNAUDITED)

On March 29, 1996, IMH purchased from ICIFC bulk mortgage loan packages of 30-year fully amortizing six-month adjustable LIBOR and 15-year fixed rate second trust deed mortgages having a principal balance of \$276,273,072 and \$34,725,305 with premiums paid of \$2,762,731 and \$1,171,979, respectively. Servicing rights on all mortgage loans were retained by ICIFC.

PURCHASE OF SUBORDINATED LEASE RECEIVABLES

On December 29, 1995, IMH purchased a subordinated interest in a lease receivable securitization from Imperial Business Credit, Inc. (IBC) a wholly-owned subsidiary of ICII. The lease receivables underlying the security were originated by IBC. IMH purchased the subordinated lease receivable at the present value of estimated cash flows based on a discount rate of 12% amounting to a purchase price of \$8,440,644.

NON-COMPETE AGREEMENT AND RIGHT OF FIRST REFUSAL AGREEMENT

Pursuant to the Non-Compete Agreement, ICII and any entity of which ICII owns more than 25% of the voting securities (a 25% entity) may not compete with the Company's Warehouse Lending Operations and may not establish a network of third party correspondent loan originators or another end-investor in non-conforming mortgage loans. The agreement expires two years from the effective date of the Initial Public Offering.

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

Pursuant to the Right of First Refusal Agreement, ICII granted ICIFC a right of first refusal to purchase all non-conforming mortgage loans that ICII or any 25% entity originates or acquires and subsequently offers for sale and ICIFC granted ICII, or any 25% entity designated by ICII, a right of first refusal to purchase all non-conforming mortgage loans that ICIFC acquires and subsequently offers for sale. In addition, for a period of the earlier of nine months from the effective date of the Initial Public Offering and that date upon which IMH accumulates \$300 million of mortgage loans and/or mortgage-backed securities, neither ICII nor any 25% entity will be permitted to purchase any non-conforming bulk loan package having a principal balance of \$50 million or more without first allowing ICIFC the opportunity to bid to purchase said package. Additional related party transactions are described elsewhere in the financial statement footnotes.

10. COMMITMENTS AND CONTINGENCIES

FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK

IMH is a party to financial instruments with off-balance-sheet risk in the normal course of business. Such instruments include short-term commitments to extend credit to borrowers under warehouse lines of credit which involve elements of credit risk. In addition, IMH is exposed to credit loss in the event of nonperformance by the counterparties to the various agreements associated with loan purchases. However, IMH does not anticipate nonperformance by such borrowers or counterparties. Unless noted otherwise, IMH does not require collateral or other security to support such commitments.

The Company uses the same credit policies in making commitments and conditional obligations as it does for on-balance sheet instruments. The contract or notional amounts of forward contracts do not represent exposure to credit loss. The Company controls the credit risk of its forward contracts through credit approvals, limits and monitoring procedures.

LEASE COMMITMENTS

Minimum rental commitments under a noncancelable premises operating sub-lease with ICII at December 31, 1995 were as follows:

1996.....	\$ 163,200
1997.....	170,200
1998.....	171,600
1999.....	174,400
2000.....	180,000
Thereafter.....	180,000

Total.....	\$1,039,400
	=====

The sublease is for the period from December 1, 1995 through January 1, 2002 and calls for rent to be paid based on what ICII pays according to its master lease agreement.

Rent expense for the three months ended March 31, 1996 and 1995 (unaudited) and for the years ended December 31, 1995, 1994, and 1993, was \$1,095, \$1,026, \$9,405, and \$19,611, and \$24,504, respectively. Rent expense is allocated to ICIFC based on number of employees.

LOAN COMMITMENTS

IWLG's warehouse lending program provides secured short-term revolving financing to small- and medium-size mortgage originators and ICIFC to finance mortgage loans from the closing of the loans until sold to permanent investors. As of December 31, 1995, the Company had extended 11 committed lines of credit in the aggregate principal amount of approximately \$640 million, of which \$583 million was outstanding.

LEGAL PROCEEDINGS

ComUnity National Asset Corporation, a Maryland corporation v. Thomas O. Markel, Jr., an individual, Homemac Mortgage Bankers, a business association of unknown form; Homemac Corporation, a California corporation; Homemac Finance Corporation; Homemac Institutional Mortgage Corporation, a California corporation; Imperial Credit Mortgage Holdings, Inc., a Maryland corporation; and DOES 1 through 100, inclusive, Orange County Superior Court Case No. 761786.

On April 1, 1996, ComUnity National Asset Corporation ("ComUnity") filed a lawsuit in Orange County Superior Court against Thomas O. Markel, Jr., several Homemac entities, and IMH. The complaint seeks damages for statutory and common law misappropriation of trade secrets, restitution for unfair competition, damages for negligence and conversion.

ComUnity seeks damages in an unspecified amount, but in no event less than \$200,000, alleging that said amount is in no event less than the amount spent and/or obligations incurred by ComUnity in setting up its business and organizational plan for IMH to become a REIT dealing primarily in B and C grade mortgage loans and to take ComUnity public in an initial public offering, together with punitive damages. Also, ComUnity alleges that IMH wrongfully received consideration in the form of, among other things, reduced expenses and legal fees, salary, wages, stock options, and other forms of consideration arising out of the commercial exploitation of ComUnity's confidential information, and that ComUnity is entitled to an order of restitution compelling IMH and other defendants to pay to ComUnity all profits from the Commercial exploitation of information allegedly received from ComUnity. The Company believes that the complaint is without merit and intends to vigorously defend the action.

The Company is involved in additional litigation arising in the normal course of business of which management believes based in part upon the advice of legal counsel, will not have a material effect on the Company.

11. MANAGEMENT CONTRACT

On the effective date of the Offering, the Company entered into an agreement with Imperial Credit Advisors, Inc. (ICAI) for an initial term of one year, to provide management services to the Company. These services include the purchase, financing, servicing and administration of mortgage loans and mortgage loan securities.

As manager of the Company, ICAI receives a per annum base management fee payable monthly in arrears of an amount equal to (1) $\frac{3}{8}$ of 1% of Gross Mortgage Assets of IMH comprised of other than Agency Certificates, conforming mortgage loans or mortgage-backed securities secured by or representing interests in conforming mortgage loans, plus (2) $\frac{1}{8}$ of 1% of the remainder of Gross Mortgage Assets of IMH plus (3) $\frac{1}{5}$ of 1% of the average daily asset balance of the outstanding amounts under IWLG's warehouse lending facilities. An advisory fee of \$297,522 and \$37,888 was paid for the three months ended March 31, 1996 (unaudited) and for the year ended December 31, 1995, respectively.

As incentive compensation, ICAI will be entitled to receive for each fiscal quarter, an amount equal to 25% of the net income of the Company, before deduction of such incentive compensation, in excess of the amount that would produce an annualized Return on Equity equal to the daily average Ten Year U.S. Treasury Rate plus 2%. The Company's incentive compensation calculation will be made quarterly in arrears before any income distributions are made to stockholders for the corresponding period. Incentive compensation of \$128,700 was accrued for the three months ended March 31, 1996 (unaudited). No incentive compensation was accrued for the period November 20, 1995 through December 31, 1995.

Concurrent with the management agreement, ICAI entered into a submanagement agreement with ICII for ICII to perform such management services for the Company as ICAI deems necessary.

12. STOCK OPTION PLAN/EXECUTIVE COMPENSATION

In August, 1995 the Company adopted a Stock Option, Deferred Stock and Restricted Stock Plan (the Stock Option Plan) which provides for the grant of qualified incentive stock options (ISOs), options not qualified (NQSOs) and deferred stock, restricted stock, stock appreciation, dividend equivalent rights and limited stock appreciation rights awards (Awards). The Stock Option Plan is administered by a committee of directors appointed by the Board of Directors and is composed solely of "disinterested persons." ISOs may be granted to the officers and key employees of the Company. NQSOs and Awards may be granted to the directors, officers and key employees of the Company or any of its subsidiaries, to the directors, officers and key employees of ICIFC. At December 31, 1995, shares reserved for issuance pursuant to the Company's Stock Option Plan were 400,000.

The exercise price for any NQSO or ISO granted under the Stock Option Plan may not be less than 100% (or 110% in the case of ISOs granted to an employee who is deemed to own in excess of 10% of the outstanding Common Stock) of the fair market value of the shares of Common Stock at the time the NQSO or ISO is granted.

Under the Stock Option Plan, the Company may make loans available to stock option holders in connection with the exercise of stock options granted under the Stock Option Plan. If shares of Common Stock are pledged as collateral for such indebtedness, the shares may be returned to the Company in satisfaction of the indebtedness. If returned, the shares become available for issuance in connection with future stock options and Awards under the Stock Option Plan.

Unless previously terminated by the Board of Directors, the Stock Option Plan will terminate in August of 2005. Options granted under the Stock Option Plan will become exercisable as directed by a committee of the Board of Directors at the time of grant.

A summary of stock options outstanding at December 31, 1995 follows:

	NUMBER OF SHARES	EXERCISE PRICE	DATE OF GRANT
	-----	-----	-----
Officers of IMH.....	220,000	\$11.25	August 30, 1995
Officers of ICAI.....	55,000	11.25	August 30, 1995
Unaffiliated directors.....	45,000	13.00	November 20, 1995

	320,000		
	=====		

No shares were exercisable at December 31, 1995.

The 220,000 and 55,000 stock options become exercisable three years from the date of grant and expire seven years from the date they become exercisable. The 45,000 stock options become exercisable on the first anniversary of the date of grant and expire nine years from the date they become exercisable.

On January 31, 1996, 25,000 of the 220,000 stock options were canceled.

13. STOCKHOLDERS' EQUITY

On November 20, 1995, the Company completed its initial public offering of 3,750,000 shares of common stock. The Company raised \$44,493,294 in the offering net of \$4,256,706 of offering expenses. The Company intends to distribute 95% or more of its net taxable income (which does not necessarily equal net income as calculated in accordance with GAAP) to its common stockholders each year so as to comply with the REIT provisions of the Internal Revenue Code. Holders of the common stock are entitled to such dividends as the Company's Board of Directors, in its discretion, may declare out of funds available. In the event of liquidation

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

of the Company, holders of common stock are entitled to receive, pro rata, all of the assets of the Company available for distribution. Holders of the common stock have no conversion or preemptive or other subscription rights and there are no redemption or sinking fund provisions applicable to the common stock. At December 31, 1995, 50 million shares of common stock are authorized and 4,250,000 shares are issued and outstanding.

The Company is authorized to issue shares of preferred stock designated in one or more classes or series. The preferred stock may be issued from time to time with such designations, rights and preferences as shall be determined by the Board of Directors. The preferred stock, if issued, may have a preference on dividend payments which could affect the ability of the Company to make dividend distributions to the common stockholders. As of December 31, 1995, 10 million shares of preferred stock are authorized and no shares have been issued or are outstanding.

14. SUBSEQUENT EVENTS (UNAUDITED)

On April 16, 1996, the Board of Directors declared a \$0.39 cash dividend, all to be taxable as ordinary income, to be paid on April 30, 1996 to stockholders of record on April 24, 1996.

During the second quarter of 1996, the Company completed a \$296.3 million CMO financing.

14. ICI FUNDING CORPORATION

The following condensed financial information summarizes the financial condition, results of operations and cash flows of ICI Funding Corporation:

BALANCE SHEETS

	MARCH 31, 1996	DECEMBER 31, ----- 1995 1994 -----	
	(UNAUDITED)		
ASSETS			
Cash.....	\$ --	\$ 2,184,344	\$ --
Mortgage loans held for sale.....	179,630,533	544,274,962	--
Accrued interest receivable.....	763,352	2,984,867	--
Due from affiliates.....	4,472,461	2,541,743	--
Mortgage servicing rights.....	2,656,626	--	11,453,240
Premises and equipment, net.....	490,000	516,250	643,971
Other assets.....	92,779	129,205	--
	-----	-----	-----
	\$188,105,751	\$552,631,371	\$12,097,211
	=====	=====	=====
LIABILITIES AND SHAREHOLDERS' EQUITY			
Borrowings from IWLG.....	\$173,407,629	\$550,290,862	\$ --
Borrowings from ICII.....	--	--	5,698,162
Accrued interest expense.....	2,894,545	1,348,424	--
Other liabilities.....	1,827,583	117,500	--
Due to affiliate.....	343,784	--	--
	-----	-----	-----
Total liabilities.....	178,473,541	551,756,786	5,698,162
	-----	-----	-----
Commitments and contingencies			
Shareholders' equity:			
Preferred stock.....	9,142,650	1,014,750	--
Common stock.....	92,350	10,250	--
Contributed capital.....	--	--	361,170
Retained earnings (accumulated deficit).....	397,210	(150,415)	6,037,879
	-----	-----	-----
Total shareholders' equity.....	9,632,210	874,585	6,399,049
	-----	-----	-----
	\$188,105,751	\$552,631,371	\$12,097,211
	=====	=====	=====

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

STATEMENT OF OPERATIONS

	THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,		
	1996	1995	1995	1994	1993
	(UNAUDITED)				
Revenues:					
Gain on sale of loans.	\$ 2,613,620	\$ 729,922	\$ 4,135,373	\$ 2,291,143	\$ 5,859,378
Interest income.....	11,119,272	--	1,249,000	--	--
Loan servicing income.	31,708	1,332,928	5,158,812	4,042,798	1,377,247
Gain on sale of servicing rights.....	--	369,703	369,703	4,188,282	5,332,026
	13,764,600	2,432,553	10,912,888	10,522,223	12,568,651
Expenses:					
Interest on borrowings from IWLG.....	11,219,048	--	1,348,424	--	--
Other General and administrative.....	1,200,017	1,132,498	3,662,080	6,332,479	4,507,534
Provision for loan losses.....	400,000	--	--	655,294	175,000
Amortization of mortgage servicing rights.....	14,319	447,650	2,892,341	2,070,387	459,233
Interest on borrowings from ICII.....	--	149,259	436,668	538,100	126,814
	12,833,384	1,729,407	8,339,513	9,596,260	5,268,581
Income before income taxes.....	931,216	703,146	2,573,375	925,963	7,300,070
Income taxes.....	(383,591)	(295,321)	(1,069,056)	(388,904)	(3,066,029)
Net income.....	\$ 547,625	\$ 407,825	\$ 1,504,319	\$ 537,059	\$ 4,234,041

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

STATEMENTS OF CASH FLOWS

	FOR THE THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,		
	1996	1995	1995	1994	1993
	(UNAUDITED)				
Cash flows from operating activities:					
Net income.....	\$ 547,625	\$ 407,825	\$ 1,504,319	\$ 537,059	\$ 4,234,041
Adjustments to reconcile net income to net cash provided by (used in) operating activities:					
Provision for loan losses.....	400,000	--	--	655,294	175,000
Depreciation and amortization.....	40,569	487,328	2,911,752	2,219,262	518,789
Gain on sale of servicing rights....	--	(369,703)	(369,703)	(4,188,282)	(5,332,026)
Net change in mortgage loans held for sale..	364,244,429	--	(544,274,962)	--	--
Net change in other assets and liabilities.....	3,927,211	--	(4,189,891)	--	--
Net cash provided by (used in) operating activities.....	369,159,834	525,450	(544,418,485)	(776,667)	(404,196)
Cash flows from investing activities:					
Proceeds from sale of servicing rights.....	--	915,106	1,250,092	8,996,662	7,757,268
Purchase of servicing rights.....	(2,670,945)	(1,155,334)	(3,865,605)	(8,781,244)	(12,435,238)
Purchases of premises and equipment.....	--	--	--	(433,199)	(419,203)
Advances on loans held for investment.....	--	--	--	(408,054)	(284,780)
Net cash used in investing activities.....	(2,670,945)	(240,228)	(2,615,513)	(625,835)	(5,381,953)
Cash flows from financing activities:					
Net change in borrowings.....	(376,883,233)	(285,222)	548,718,342	1,041,332	5,786,149
Capital contributions.....	8,210,000	--	500,000	361,170	--
Net cash (used in) provided by financing activities.....	(368,673,233)	(285,222)	549,218,342	1,402,502	5,786,149
Net change in cash.....	(2,184,344)	--	2,184,344	--	--
Cash at beginning of period.....	2,184,344	--	--	--	--
Cash at end of period...	\$ --	\$ --	\$ 2,184,344	\$ --	\$ --
Supplementary information:					
Interest paid.....	\$ 9,672,927	\$ 149,259	\$ 1,785,092	\$ 538,100	\$ 126,814
Taxes paid.....	383,591	295,321	1,069,056	388,904	3,066,029
Non-cash transactions:					

Contribution
Transaction on
November 20, 1995 net
assets reverted to
ICII:

Premises and equipment.....	\$	--	\$	--	\$	498,486	\$	--	\$	--
Mortgage servicing rights.....		--		--		11,680,939		--		--
Borrowings from ICII.		--		--		4,125,642		--		--
Contributed capital..		--		--		361,170		--		--
Retained earnings....		--		--		7,692,613		--		--

INDEPENDENT AUDITORS' REPORT

The Board of Directors
ICI Funding Corporation:

We have audited the accompanying balance sheets of ICI Funding Corporation as of December 31, 1995 and 1994, and the related statements of operations, changes in shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ICI Funding Corporation as of December 31, 1995 and 1994, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 1995 in conformity with generally accepted accounting principles.

As discussed in note 1 to the financial statements, the Company adopted the provisions of Statement of Financial Accounting Standards No. 122, "Accounting for Mortgage Servicing Rights" for the year ended December 31, 1995.

KPMG Peat Marwick LLP

Orange County, California
January 25, 1996

ICI FUNDING CORPORATION

BALANCE SHEETS

	MARCH 31, 1996	DECEMBER 31,	
		1995	1994
	(UNAUDITED)		
ASSETS			
Cash.....	\$ --	\$ 2,184,344	\$ --
Mortgage loans held for sale.....	179,630,533	544,274,962	--
Accrued interest receivable.....	763,352	2,984,867	--
Due from affiliates.....	4,472,461	2,541,743	--
Mortgage servicing rights.....	2,656,626	--	11,453,240
Premises and equipment, net.....	490,000	516,250	643,971
Other assets.....	92,779	129,205	--
	<u>\$188,105,751</u>	<u>\$552,631,371</u>	<u>\$12,097,211</u>
LIABILITIES AND SHAREHOLDERS' EQUITY			
Borrowings from IWLG.....	\$173,407,629	\$550,290,862	\$ --
Borrowings from ICII.....	--	--	5,698,162
Accrued interest expense.....	2,894,545	1,348,424	--
Other liabilities.....	1,827,583	117,500	--
Due to affiliate.....	343,784	--	--
	<u>178,473,541</u>	<u>551,756,786</u>	<u>5,698,162</u>
Commitments and contingencies			
Shareholders' equity:			
Preferred stock, no par value; 10,000 shares authorized; 10,000 shares issued and outstanding at March 31, 1996 (unaudited) and at December 31, 1995 and none issued and outstanding at December 31, 1994.....	9,142,650	1,014,750	--
Common stock, no par value; 10,000 shares authorized; 10,000 shares issued and outstanding at March 31, 1996 (unaudited) and at December 31, 1995 and none issued and outstanding at December 31, 1994.....	92,350	10,250	--
Contributed capital.....	--	--	361,170
Retained earnings (accumulated deficit).....	397,210	(150,415)	6,037,879
	<u>9,632,210</u>	<u>874,585</u>	<u>6,399,049</u>
	<u>\$188,105,751</u>	<u>\$552,631,371</u>	<u>\$12,097,211</u>

See accompanying notes to financial statements.

ICI FUNDING CORPORATION
STATEMENTS OF OPERATIONS

	FOR THE THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,		
	1996	1995	1995	1994	1993
(UNAUDITED)					
Revenues:					
Interest income.....	\$11,119,272	\$ --	\$ 1,249,000	\$ --	\$ --
Gain on sale of loans.	2,613,620	729,922	4,135,373	2,291,143	5,859,378
Loan servicing income.	31,708	1,332,928	5,158,812	4,042,798	1,377,247
Gain on sale of servicing rights.....	--	369,703	369,703	4,188,282	5,332,026
	-----	-----	-----	-----	-----
	13,764,600	2,432,553	10,912,888	10,522,223	12,568,651
	-----	-----	-----	-----	-----
Expenses:					
Interest on borrowings from IWLG.....	11,219,048	--	1,348,424	--	--
Personnel expense.....	834,791	517,875	1,592,282	2,958,534	2,522,271
Provision for loan losses.....	400,000	--	--	655,294	175,000
Other general and administrative.....	134,210	461,032	1,539,942	2,611,567	1,466,119
Professional services.	116,511	45,781	203,593	118,979	146,947
Occupancy expense.....	49,114	53,637	149,825	296,215	193,226
Data processing expense.....	36,286	29,314	89,223	154,621	81,670
Telephone and other communications.....	29,105	24,859	87,215	192,563	97,301
Amortization of mortgage servicing rights.....	14,319	447,650	2,892,341	2,070,387	459,233
Interest on borrowings from ICII.....	--	149,259	436,668	538,100	126,814
	-----	-----	-----	-----	-----
	12,833,384	1,729,407	8,339,513	9,596,260	5,268,581
	-----	-----	-----	-----	-----
Income before income taxes.....	931,216	703,146	2,573,375	925,963	7,300,070
Income taxes.....	(383,591)	(295,321)	(1,069,056)	(388,904)	(3,066,029)
	-----	-----	-----	-----	-----
Net income.....	\$ 547,625	\$ 407,825	\$ 1,504,319	\$ 537,059	\$ 4,234,041
	=====	=====	=====	=====	=====

See accompanying notes to financial statements.

ICI FUNDING CORPORATION

STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

	NUMBER OF SHARES	PREFERRED STOCK	NUMBER OF SHARES	COMMON STOCK	CONTRIBUTED CAPITAL	RETAINED EARNINGS (ACCUMULATED DEFICIT)	TOTAL SHAREHOLDERS' EQUITY
Balance, December 31, 1992.....	--	\$ --	--	\$ --	\$ --	\$ 1,266,779	\$ 1,266,779
Net income, 1993.....	--	--	--	--	--	4,234,041	4,234,041
Balance, December 31, 1993.....	--	--	--	--	--	5,500,820	5,500,820
Capital contributions, 1994.....	--	--	--	--	361,170	--	361,170
Net income, 1994.....	--	--	--	--	--	537,059	537,059
Balance, December 31, 1994.....					361,170	6,037,879	6,399,049
Contribution Transaction.....	10,000	519,750	10,000	5,250	(361,170)	(7,692,613)	(7,528,783)
Capital contribution, December 28, 1995.....	--	495,000	--	5,000	--	--	500,000
Net income, 1995.....	--	--	--	--	--	1,504,319	1,504,319
Balance, December 31, 1995.....	10,000	1,014,750	10,000	10,250	--	(150,415)	874,585
Capital Contributions, 1996 (unaudited).....	--	8,127,900	--	82,100	--	--	8,210,000
Net income, three months ended March 31, 1996 (unaudited).....	--	--	--	--	--	547,625	547,625
Balance, March 31, 1996 (unaudited).....	10,000	\$9,142,650	10,000	\$92,350	\$ --	\$ 397,210	\$ 9,632,210

See accompanying notes to financial statements.

ICI FUNDING CORPORATION
STATEMENTS OF CASH FLOWS

	FOR THE THREE MONTHS ENDED MARCH 31,		FOR THE YEAR ENDED DECEMBER 31,		
	1996	1995	1995	1994	1993
	(UNAUDITED)				
Cash flows from operating activities:					
Net income.....	\$ 547,625	\$ 407,825	\$ 1,504,319	\$ 537,059	\$ 4,234,041
Adjustments to reconcile net income to net cash provided by (used in) operating activities:					
Provision for loan losses.....	400,000	--	--	655,294	175,000
Depreciation and amortization.....	40,569	487,328	2,911,752	2,219,262	518,789
Gain on sale of servicing rights....	--	(369,703)	(369,703)	(4,188,282)	(5,332,026)
Net change in mortgage loans held for sale..	364,244,429	--	(544,274,962)	--	--
Net change in accrued interest receivable.....	2,221,515	--	(2,984,867)	--	--
Net change in other assets and liabilities.....	159,575	--	(2,553,448)	--	--
Net change in accrued interest expense.....	1,546,121	--	1,348,424	--	--
Net cash provided by (used in) operating activities.....	369,159,834	525,450	(544,418,485)	(776,667)	(404,196)
Cash flows from investing activities:					
Proceeds from sale of servicing rights.....	--	915,106	1,250,092	8,996,662	7,757,268
Purchase of servicing rights.....	(2,670,945)	(1,155,334)	(3,865,605)	(8,781,244)	(12,435,238)
Purchases of premises and equipment.....	--	--	--	(433,199)	(419,203)
Advances on loans held for investment.....	--	--	--	(408,054)	(284,780)
Net cash used in investing activities.....	(2,670,945)	(240,228)	(2,615,513)	(625,835)	(5,381,953)
Cash flows from financing activities:					
Net change in borrowings from ICII.	--	(285,222)	(1,572,520)	1,041,332	5,786,149
Net change in borrowings from IWLG.	(376,883,233)	--	550,290,862	--	--
Capital contributions.	8,210,000	--	500,000	361,170	--
Net cash (used in) provided by financing activities.....	(368,673,233)	(285,222)	549,218,342	1,402,502	5,786,149
Net change in cash.....	(2,184,344)	--	2,184,344	--	--
Cash at beginning of period.....	2,184,344	--	--	--	--
Cash at end of period... \$	--	\$ --	\$ 2,184,344	\$ --	\$ --

Supplementary information:

Interest paid.....	\$ 9,672,927	\$ 149,259	\$ 1,785,092	\$ 538,100	\$ 126,814
Taxes paid.....	383,591	295,321	1,069,056	388,904	3,066,029
	=====	=====	=====	=====	=====

Non-cash transactions:

Contribution					
Transaction on					
November 20, 1995 net					
assets reverted to					
ICII:					
Premises and					
equipment.....	\$ --	\$ --	\$ 498,486	\$ --	\$ --
Mortgage servicing					
rights.....	--	--	11,680,939	--	--
Borrowings from ICII.	--	--	4,125,642	--	--
Contributed capital..	--	--	361,170	--	--
Retained earnings....	--	--	7,692,613	--	--

See accompanying notes to financial statements.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS

FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND 1995 (UNAUDITED) AND THE THREE-YEAR PERIOD ENDED DECEMBER 31, 1995

1. SUMMARY OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

ICI Funding Corporation (ICIFC or the Company) is a wholly-owned subsidiary of Imperial Credit Industries, Inc. (ICII). Historically, ICIFC was a division or subsidiary of ICII that began operations in 1990. ICIFC is a mortgage loan conduit organization which purchases mortgage loans from a network of third party correspondent loan originators and subsequently securitizes or sells such loans to permanent investors.

The mortgage banking business is highly competitive. The Company competes with a number of national, local and regional mortgage banking companies with operations similar to those of the Company. In addition, competitors or potential competitors include other types of financial services companies, such as commercial banks, savings and loan associations and finance companies who possess substantially greater financial, marketing, technical, personnel and other resources than the Company.

The financial statements have been prepared in conformity with generally accepted accounting principles and prevailing practices within the mortgage banking industry. In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the balance sheet and revenues and expenses for the period. Actual results could differ significantly from those estimates.

CONTRIBUTION TRANSACTION

On November 20, 1995, the effective date of Imperial Credit Mortgage Holdings' (IMH) initial public offering (Offering), ICII contributed to ICI Funding Corporation (ICIFC) certain operating assets and certain customer lists of ICII's mortgage conduit operations, including all of ICII's mortgage conduit operations' commitments to purchase mortgage loans subject to rate locks from correspondents, in exchange for shares representing 100% of the common stock and 100% of the non-voting preferred stock of ICIFC. Simultaneously, on the effective date of the Offering, in exchange for 500,000 shares of IMH Common Stock, ICII (1) contributed to IMH all of the outstanding non-voting preferred stock of ICIFC, which represents 99% of the economic interest in ICIFC, (2) caused Southern Pacific Thrift and Loan Association (SPTL), a wholly owned subsidiary of ICII, to contribute to IMH certain operating assets and certain customer lists of SPTL's warehouse lending division, and (3) executed an agreement not to compete and a right of first refusal agreement, each having a term of two years from the effective date of the Offering. This contribution is known as the Contribution Transaction. All of the outstanding shares of common stock of ICIFC were retained by ICII. Lastly, IMH contributed all of the aforementioned operating assets of SPTL's warehouse lending operations contributed to it by SPTL to Imperial Warehouse Lending Group (IWLG) in exchange for shares representing 100% of the common stock of IWLG. On the effective date of the Offering, the net tangible book value of the assets contributed pursuant to the Contribution Transaction was \$525,000. The assets contributed were recorded by IMH at the net book value of SPTL and ICII which were also estimated to be their fair value. ICII and SPTL retained all other assets and liabilities related to the contributed operations which consist of \$11.7 million mortgage servicing rights (MSRs), \$22.4 million finance receivables and \$26.6 million in advances made by ICII and SPTL to fund mortgage conduit loan acquisitions and to fund finance receivables, respectively.

BASIS OF FINANCIAL STATEMENT PRESENTATION

The operations of ICIFC as a division or subsidiary of ICII prior to the Contribution Transaction are presented in the financial statements as a stand-alone company. Certain adjustments, as described below, were made to historical operations in order to provide fair presentation of the financial operations of ICIFC.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

GAIN (LOSS) ON SALE OF LOANS

ICII entered into an agreement with SPTL, its wholly owned subsidiary, under which ICII provides loan solicitation and origination services, including credit review, asset appraisal and documentation, pursuant to specific underwriting criteria established by SPTL and consistent with the Federal National Mortgage Association, Federal Home Loan Mortgage Company or other investor guidelines. Final loan approval is given by SPTL prior to issuance of any commitments. ICII also, under the agreement, may purchase mortgage loans at book value from SPTL and sell them to ICII investors.

Prior to the Contribution Transaction, as a division of ICII, ICIFC historically, under this agreement, provided these solicitation and origination services relating to its correspondent customers, and purchased mortgage loans at book value from SPTL concurrent with sales to investors by ICIFC. ICIFC received as compensation all origination fees and points received, and recognized all gains or losses in connection with the sale of loans.

Prior to the Contribution Transaction, gain (loss) on sale of loans included amounts allocated to ICIFC from ICII's forward contracts and other loan hedging activities. Gains and losses from these activities were allocated to ICIFC based on the ratio of ICIFC's principal amount of loan sales to ICII's total principal amount of loans sold. For the period January 1, 1995 through November 19, 1995 and for the years ended December 31, 1994, 1993, the total gains or (losses) allocated were \$2.6 million, \$3.8 million and (\$1.4) million, respectively. ICII did not allocate outstanding commitments to ICIFC at the end of any reporting period. After the date of the Contribution Transaction, ICII discontinued these allocations for ICIFC, and ICIFC hedges its own loans.

ICIFC recognizes gain or loss on the sale of loans when the sales transaction settles and the risks and rewards of ownership are determined to have passed to the purchasing party.

BORROWINGS FROM ICII

Historical operations of ICIFC, prior to the Contribution Transaction, have been adjusted to reflect the funding of net assets by ICII. These adjustments are disclosed in the accompanying financial statements as "Borrowings from ICII." Because these borrowings would have been secured primarily by ICIFC's mortgage servicing rights, its most significant assets, no more than 50% of the mortgage servicing rights was reflected in the borrowings from ICII (based on management's assumption that a lender would not lend more than 50% of an asset of this type). Additionally, the historical operations of ICIFC have been adjusted to reflect the estimated interest charges on these borrowings, in the accompanying statements of operations.

The interest charges allocated are based upon estimated average borrowing balances and ICII's estimated cost of funds, computed based on a weighted average of borrowings. Borrowing rates used were ICII's actual average cost of funds. The average borrowings and interest rates used to determine the interest on borrowings are as follows:

	JANUARY 1, 1995 THROUGH NOVEMBER 20, 1995	THREE MONTHS ENDED MARCH 31, 1995	FOR THE YEAR ENDED DECEMBER 31, ----- 1994 1993 -----	
(UNAUDITED)				
Estimated average borrowings.....	\$4,785,268	\$5,807,761	\$5,234,439	\$1,806,470
Interest rate.....	10.28%	10.28%	10.28%	7.02%
Interest allocation.....	\$ 436,668	\$ 149,259	\$ 538,100	\$ 126,814

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

EQUITY

Prior to the effective date of the Offering, ICIFC had no contributed capital or retained earnings recorded in its accounts. To properly reflect the historical financial operations of ICIFC, retained earnings were recorded as a result of net income or loss from operations on an adjusted historical basis, and contributed capital was recorded to fund ICIFC's assets in the amount of the shortfall of borrowings plus retained earnings. Under this criteria, allocated capital contributions were reflected in 1994 in the amount of \$361,170.

INCOME TAXES

ICIFC did not record income taxes in its historical operations. The accompanying financial statements have been adjusted to reflect income taxes for ICIFC as if it had been a separate company. As a subsidiary of ICII, ICIFC would file a consolidated Federal income tax return and a combined California franchise tax return with ICII. ICII's tax allocation policy for financial statement purposes is to allocate income tax provision or benefit based on income (loss) before income taxes (benefit) of each entity within its consolidated group, adjusted for nontaxable or nondeductible items of income and expense.

Effective January 1, 1993, ICIFC adopted SFAS 109, resulting in no material adjustment to income. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax base. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

MORTGAGE LOANS HELD FOR SALE

Mortgage loans held for sale are stated at the lower of cost or market in the aggregate as determined by outstanding commitments from investors or current investor yield requirements.

Interest is recognized as revenue when earned according to the terms of the mortgage loans and when, in the opinion of management, it is collectible. Nonrefundable fees and direct costs associated with the origination or purchase of loans are deferred and recognized when the loans are sold as gain or loss on sale of mortgage loans.

PREMISES AND EQUIPMENT

Premises and equipment are stated at cost, less accumulated depreciation or amortization. Depreciation on premises and equipment is recorded using the straight-line method over the estimated useful lives of individual assets (three to seven years).

FORWARD CONTRACTS AND COMMITMENTS

In order for ICII to maintain an orderly market for the loans it acquires, ICIFC sells mortgage-backed securities through forward delivery contracts. Income or loss on these contracts is recorded at the time of sale of the related contracts or loans as a component of the gain or loss on sale of the loan.

If any party to the contracts noted above failed completely to perform, ICIFC would be exposed to additional interest rate risk. The Company's principal hedging activity consists of optional and mandatory commitments to deliver closed mortgage loans to institutional investors, which do not require any collateral deposits.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

SERVICING INCOME

Servicing income is reported as earned, principally on a cash basis when the majority of the service process is completed.

MORTGAGE SERVICING RIGHTS

Mortgage servicing rights (MSRs) represent the cost of acquiring the rights to service mortgage loans. ICIFC amortizes MSRs in proportion to, and over the period of, expected future net servicing income.

On May 12, 1995, the Financial Accounting Standards Board issued SFAS No. 122, "Accounting for Mortgage Servicing Rights," an amendment to SFAS No. 65. ICIFC elected to adopt this standard retroactive to January 1, 1995 which had no impact on 1995 operations.

SFAS No. 122 requires that a portion of the mortgage loan's cost be allocated to the mortgage loan servicing right based on its fair value relative to the loan as a whole. To determine the fair value of the servicing rights created, ICIFC uses a valuation model that calculates the present value of future net servicing revenues to determine the fair value of the servicing rights. In using this valuation method, ICIFC incorporates assumptions that market participants would use in estimating future net servicing income which includes estimates of the cost of servicing, a discount rate, an inflation rate, ancillary income per loan, a prepayment rate, and a default rate.

ICIFC determines servicing value impairment by disaggregating ICIFC's servicing portfolio into its predominant risk characteristics. ICIFC determines those risk characteristics to be loan program type and interest rate. Interest rates are stratified using 100 basis point increments. These segments of the portfolio are then evaluated, using market prices under comparable servicing sale contracts, when available, or alternatively using a valuation model that calculates the present value of future net servicing revenues using current market assumptions at the end of the quarter. The calculated value is then compared to the capitalized recorded value of each loan type and interest rate segment to determine if a valuation allowance is required.

ICIFC continuously evaluates its MSRs to determine if fair value is below the carrying values of its MSRs. If the undiscounted projected net future servicing income is less than the carrying amount of any individual mortgage servicing portfolio, the portfolio may have to be reduced through a provision recorded to increase the MSR valuation allowance in the period the fair value declined below the MSR's carrying value. In preparing its evaluation, ICIFC uses constant prepayment rates (CPR's) relating to interest rates on each portfolio, loan types, and maturity dates to determine the appropriate amount of amortization of the MSRs.

SALES OF SERVICING RIGHTS

ICIFC recognizes gain or loss on the sale of servicing rights when the sales contract has been executed and the risks and rewards of ownership are determined to have passed to the purchasing party. Gains and losses are computed by deducting the basis in the servicing rights and any other costs associated with the sale from the purchase price.

ADVERTISING

The Company accounts for its advertising costs as non-direct response advertising. Accordingly, advertising costs are expensed as incurred.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

RECLASSIFICATIONS

Certain items in prior periods have been reclassified to conform to the current presentation.

2. LOANS HELD FOR INVESTMENT

Activity in the allowance for loan losses for loans held for investment was as follows:

	FOR THE YEAR ENDED DECEMBER 31,	
	1994	1993
Balance, beginning of year.....	\$ 36,823	\$ 249,075
Provision for losses charged to expense.....	655,294	175,000
Loans charged off.....	(692,117)	(387,252)
Balance, end of year.....	\$ --	\$ 36,823

There were no loans held for investment at March 31, 1996 (unaudited), December 31, 1995, March 31, 1995 (unaudited) or December 31, 1994.

3. MORTGAGE LOANS HELD FOR SALE

Mortgage loans held for sale consisted of the following:

	MARCH 31, 1996	DECEMBER 31, 1995
	(UNAUDITED)	
Mortgage loans held for sale.....	\$176,524,309	\$536,356,411
Premium on loans.....	3,106,224	7,918,551
	\$179,630,533	\$544,274,962

There were no mortgage loans held for sale as of December 31, 1994.

Substantially all of the mortgage loans purchased by ICIFC are fixed-rate or adjustable-rate conforming mortgage loans secured by first liens on single-family residential properties. Because of the concentration of the Company's mortgage loans located in California, which was 60% at December 31, 1995, a significant decline in regional economic conditions, or some other regional catastrophe, could result in fewer mortgage loans available for lending by the Company and ultimately a decline in interest income and fee income. Moreover, such an event or events could affect the ability of borrowers to payoff their loan with the Company.

4. PREMISES AND EQUIPMENT

Premises and equipment consisted of the following:

	MARCH 31, 1996	DECEMBER 31,	
		1995	1994
	(UNAUDITED)		
Premises and equipment.....	\$525,000	\$733,431	\$852,402
Less accumulated depreciation.....	35,000	217,181	208,431

\$490,000 \$516,250 \$643,971
=====

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

5. MORTGAGE SERVICING RIGHTS

Changes in mortgage servicing rights were as follows:

	MARCH 31,		DECEMBER 31,		
	1996	1995	1995	1994	1993

	(UNAUDITED)				
Beginning Balance.....	\$ --	\$11,453,240	\$ 11,453,240	\$ 9,550,763	\$ --
Additions.....	2,670,945	1,155,334	4,000,429	8,781,244	12,435,238
Sales of servicing rights.....	--	(545,403)	(880,389)	(4,808,380)	(2,425,242)
Amortization.....	(14,319)	(447,650)	(2,892,341)	(2,070,387)	(459,233)
Transfer to ICII.....	--	--	(11,680,939)	--	--

Ending balance.....	\$2,656,626	\$11,615,521	\$ --	\$11,453,240	\$ 9,550,763
	=====				

6. RELATED PARTY TRANSACTIONS

RELATED PARTY COST ALLOCATIONS

ICIFC was allocated various costs from ICII. The costs of these services were not directly attributable to ICIFC and primarily include general corporate overhead such as human resources, data processing, telephone and other communications and general and administrative expense (including loan administration costs, accounting, legal and insurance). These expenses were allocated by ICII to all divisions based typically either on a per employee basis, based on origination volume or an even allocation of total expense. Management believes these methods of allocation are reasonable. Total allocations of expense for the period January 1, 1995 through November 19, 1995, for the three months ended March 31, 1995 (unaudited) and for the years ended December 31, 1994 and 1993 were \$222,361, \$65,237, \$460,638 and \$406,421, respectively.

On the effective date of the Initial Public Offering, ICIFC entered into a services agreement with ICII under which ICII provides various services to ICIFC, including data processing, human resource administration, general ledger accounts, check processing, remittance processing and payment of accounts payable. ICII charges fees for each of the services based upon usage. As part of the services, ICII provides ICIFC with insurance coverage and self insurance programs, including health insurance. The charge to ICIFC for coverage is based upon a pro rata portion of the costs to ICII for its various policies which amounted to \$96,692 and \$24,669 for the three months ended March 31, 1996 (unaudited) and the period November 20, 1995 through December 31, 1995.

SUB-SERVICING

For all periods presented in ICIFC's financial statements, ICII provided sub-servicing to ICIFC for a sub-servicing fee of approximately \$7.50 per loan per month, which management believes to be a market rate. The sub-servicing fee offsets "Loan Servicing Income" in the accompanying statements of operations of ICIFC and amounted to \$96,415, \$292,696, \$1,100,259, \$1,054,940 and \$442,039 for the three months ended March 31, 1996 and 1995 (unaudited) and for the years ended December 31, 1995, 1994 and 1993, respectively.

CASH

Prior to the Contribution Transaction ICIFC had no cash accounts. All operations were funded directly by ICII. Adjustments were made to ICIFC's financial statements to reflect these fundings as Borrowings from ICII. ICIFC did not reflect any accounts receivable or payable on its balance sheets prior to the Contribution Transaction because all transactions of ICIFC either increased or decreased its borrowings from ICII.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

At March 31, 1996 (unaudited), \$1,468,178 of the mortgage servicing rights relates to \$310 million of mortgage loans sold, servicing retained by ICIFC, to IMH in March 1996.

BORROWINGS

The Company has a \$600 million warehouse borrowing agreement with IWLG of which \$173 million and \$550 million was outstanding at March 31, 1996 (unaudited) and December 31, 1995, respectively. Interest expense recorded related to this borrowing was \$11,219,048 and \$1,348,424 for the three months ended March 31, 1996 (unaudited) and for the year ended December 31, 1995, respectively.

BULK MORTGAGE LOAN PURCHASES

During the first quarter of 1996 (unaudited), ICIFC purchased from ICII bulk mortgage loans packages of 30-year fully amortizing six-month adjustable LIBOR and 30 and 15-year fixed rate first and second trust deed mortgages having a principal balance of \$164,295,525 with net premiums paid of \$1,917,427. Servicing rights on all mortgage loans were released to ICIFC.

On December 5, 1995 and December 13, 1995, ICIFC purchased from ICII bulk mortgage loan packages of 30-year fully amortizing six-month adjustable LIBOR and one-year adjustable Treasury Bill rate loans and 30 and 15-year fixed rate second trust deed mortgages with servicing rights on all mortgage loans released to ICIFC. The principal balances of the mortgages at the time of purchase was \$172,960,030, with net premiums paid of \$3,664,157.

On December 29, 1995, ICIFC purchased from SPTL two bulk mortgage loan packages of 30-year fully amortizing six-month adjustable LIBOR, one-year adjustable Treasury Bill rate loans and 30- and 15-year fixed rate fully amortizing loans. The principal balances of the loans in the servicing released and servicing retained bulk package at the time of purchase was \$328,450,611 with net premiums paid of \$3,517,076.

BULK MORTGAGE LOAN SALES (UNAUDITED)

On March 29, 1996, ICIFC sold to IMH bulk mortgage loans packages of 30-year fully amortized six-month adjustable LIBOR and 15-year fixed rate second trust deed mortgages having a principal balance of \$310,998,377 (unaudited) with net premiums paid of \$3,934,710 (unaudited). In conjunction with this sale, ICIFC recorded originated mortgage servicing rights of \$1,468,178 and a deferred gain of \$571,615, which will be amortized over the life of the loans.

OCCUPANCY

Subsequent to the Contribution Transaction, the Company is allocated rent expense from IMH based on number of employees. Such allocation was \$12,210 for the period November 21, 1995 through December 31, 1995.

NON-COMPETE AGREEMENT AND RIGHT OF FIRST REFUSAL AGREEMENT

Pursuant to the Non-Compete Agreement, ICII and any entity of which ICII owns more than 25% of the voting securities (a 25% entity) may not compete with IWLG's Warehouse Lending Operations and may not establish a network of third party correspondent loan originators or another end-investor in non-conforming mortgage loans. The agreement expires two years from the effective date of the Offering.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

Pursuant to the Right of First Refusal Agreement, ICII granted ICIFC a right of first refusal to purchase all non-conforming mortgage loans that ICII or any 25% entity originates or acquires and subsequently offers for sale and ICIFC granted ICII, or any 25% entity designated by ICII, a right of first refusal to purchase all non-conforming mortgage loans that ICIFC acquires and subsequently offers for sale. In addition, for a period of the earlier of nine months from the effective date of the Offering and that date upon which IMH accumulates \$300 million of mortgage loans and/or mortgage-backed securities, neither ICII nor any 25% entity will be permitted to purchase any non-conforming bulk loan package having a principal balance of \$50 million or more without first allowing ICIFC the opportunity to bid to purchase said package.

Additional related party transactions are described elsewhere in the financial statement footnotes.

7. INCOME TAXES

The Financial Accounting Standards Board issued Statement No. 109, "Accounting For Income Taxes" (SFAS 109) which was effective for fiscal years beginning after December 15, 1992. ICIFC adopted SFAS 109 on January 1, 1993 on a prospective basis. Implementation of SFAS 109 had no material impact on ICIFC's financial position or results of operations for the year ended December 31, 1993.

ICIFC's income taxes were as follows:

	FOR THE YEAR ENDED DECEMBER 31,		
	1995	1994	1993
Current:			
Federal.....	\$ 862,926	\$(316,465)	\$ (769,178)
State.....	169,241	(109,137)	(265,259)
Total current.....	1,032,167	(425,602)	(1,034,437)
Deferred:			
Federal.....	11,614	605,643	3,048,990
State.....	25,275	208,863	1,051,476
Total deferred.....	36,889	814,506	4,100,466
Total income taxes.....	\$1,069,056	\$ 388,904	\$3,066,029

The income tax provision differs from statutory Federal corporate income tax rate primarily due to state income taxes.

Deferred income taxes arise from differences in the bases of assets and liabilities for tax and financial reporting purposes. The following table shows the primary components of ICIFC's net deferred tax liability at December 31, 1995 and 1994.

	1995	1994
Deferred tax liabilities:		
Mortgage servicing rights.....	\$ --	\$4,810,361
State tax benefit.....	10,967	--
Total.....	\$10,967	\$4,810,361

ICIFC's net deferred tax liabilities are included on the balance sheets in other assets and borrowings from ICII at December 31, 1995 and 1994, respectively.

There were no deferred tax assets at December 31, 1995 and 1994.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

8. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The following disclosure of the estimated fair value of financial instruments is made in accordance with the requirements of Statement of Financial Accounting Standards (SFAS) No. 107, "Disclosures About Fair Value of Financial Instruments," and SFAS No. 119, "Disclosures About Derivative Financial Instruments and Fair Value of Financial Instruments." The estimated fair value amounts have been determined by ICIFC using available market information and appropriate valuation methodologies, however, considerable judgment is necessarily required to interpret market data to develop the estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts ICIFC could realize in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

	DECEMBER 31, 1995	

	CARRYING	ESTIMATED
	AMOUNT	FAIR VALUE

	(DOLLARS IN THOUSANDS)	
Assets:		
Cash.....	\$ 2,184	\$ 2,184
Mortgage loans held for sale.....	544,273	544,273
Liabilities:		
Borrowings from IWLG.....	550,291	550,291
Off balance-sheet commitments, unrealized gains (losses).....	--	(38,021)

The fair value estimates as of December 31, 1995 are based on pertinent information available to management as of that date. Although management is not aware of any factors that would significantly affect the estimated fair value amounts, such amounts have not been comprehensively revalued for purposes of these financial statements since those dates and, therefore, current estimates of fair value may differ significantly from the amounts presented herein.

The following describes the methods and assumptions used by ICIFC in estimating fair values.

CASH

The carrying amount for cash approximates fair value because these instruments are demand deposits and do not present unanticipated interest rate or credit concerns.

MORTGAGE LOANS HELD FOR SALE

The fair value of mortgage loans held for sale is estimated based on quoted market prices from dealers and brokers for similar types of mortgage loans.

BORROWINGS FROM IWLG

Fair values approximate the carrying amounts because of the short-term maturity of the liabilities.

OFF BALANCE SHEET COMMITMENTS

The fair value of commitments to purchase mortgage loans is equal to the unamortized commitment fee received by the Company from sellers to purchase such mortgage loans.

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

9. EMPLOYEE BENEFIT PLANS

PROFIT SHARING AND 401(K) PLAN

Prior to July 1, 1993, Imperial Bancorp (the majority shareholder of ICII) had a noncontributory profit sharing plan in which employees the Company were eligible to participate at year end if they had been employed for at least 1,000 hours during the year. For 1993, there was no contribution charged to operations.

Imperial Bancorp also had a 401(k) plan in which all employees of ICIFC had been eligible to participate. On July 1, 1993, ICII terminated its participation in Imperial Bancorp's 401(k) and profit sharing plans, establishing its own 401(k) plan (the Plan) in which employees of ICIFC were eligible to participate. On September 30, 1993, Imperial Bancorp transferred all plan assets to ICII.

Under the ICII's 401(k) plan, employees of the Company may contribute up to 14% of their salaries. The Company will match 50% of the first 4% of employee contributions. An additional Company contribution may be made at the discretion of ICIFC.

ICIFC does not have its own 401(k) or profit sharing plan. As such, employees of ICIFC participate in ICII's 401(k) plan. The Company's matching and discretionary contributions were not significant for any period presented.

10. COMMITMENTS AND CONTINGENCIES

LOAN SERVICING

As of December 31, 1994, ICIFC was servicing loans for others totaling approximately \$1.9 billion. Properties securing the mortgage loans in ICIFC's servicing portfolio are primarily located in California. No loans were serviced for others at December 31, 1995.

Related fiduciary funds are held in trust for investors in non-interest bearing accounts. These funds are segregated in special bank accounts and are held as deposits at SPTL.

SALES OF LOANS AND SERVICING RIGHTS

In the ordinary course of business, ICIFC is exposed to liability under representations and warranties made to purchasers and insurers of mortgage loans and the purchasers of servicing rights. Under certain circumstances, ICIFC is required to repurchase mortgage loans if there has been a breach of representations or warranties. In the opinion of management, the potential exposure related to these representations and warranties will not have a material adverse effect on the financial position and operating results of ICIFC.

During the year ended December 31, 1994, ICIFC retained servicing rights on \$1.6 billion of mortgage loans sold and released servicing rights to the purchasers on \$199 million of mortgage loans sold. During the year ended December 31, 1993, ICIFC retained servicing rights on \$1.2 billion of mortgage loans sold and released servicing rights to the purchasers on \$552 million of mortgage loans sold.

COMMITMENTS

ICIFC establishes mortgage loan purchase commitments (master commitments) with sellers that, subject to certain conditions, entitle the seller to sell and obligate ICIFC to purchase a specified dollar amount of non-conforming mortgage loans over a period generally ranging from six months to one year. The terms of each master commitment specify whether a seller may sell loans to ICIFC on a mandatory, best efforts or optional

ICI FUNDING CORPORATION

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

basis, or a combination thereof. Master commitments generally do not obligate ICIFC to purchase loans at a specific price, but rather provide the seller with a future outlet for the sale of its originated loans based on ICIFC's quoted prices at the time of purchase.

ICIFC may from time to time provide provisions for loan losses related to estimating losses from the breach of a standard representation and warranty on mortgage loans previously sold. ICIFC recorded such provision for the three months ended March 31, 1996 (unaudited) of \$400,000.

As of March 31, 1996 (unaudited) and December 31, 1995, ICIFC had outstanding short term master commitments with 28 and 18 sellers to purchase mortgage loans in the aggregate principal amount of approximately \$595.0 million and \$241.0 million over periods ranging from six months to one year, of which \$93.1 million and \$35.7 million, respectively, had been purchased or committed to be purchased pursuant to rate locks. These rate-locks were made pursuant to master commitments, bulk rate-locks and other negotiated rate-locks. There is no exposure to credit loss in this type of commitment until the loans are funded, and interest rate risk associated with the short-term commitments is mitigated by the use of forward contracts to sell loans to investors.

FORWARD CONTRACTS

The Company sells mortgage-backed securities through forward delivery contracts with major dealers in such securities. At March 31, 1996 (unaudited) and December 31, 1995, the Company had \$125,000,000 and \$86,700,000, respectively, in outstanding commitments to sell mortgage loans through mortgage-backed securities. These commitments allow the Company to enter into mandatory commitments when the Company notifies the investor of its intent to exercise a portion of the forward delivery contracts. The Company was not obligated under mandatory commitments to deliver loans to such investors at March 31, 1996 (unaudited) and December 31, 1995.

The credit risk of forward contracts relates to the counterparties' ability to perform under the contract. The Company evaluates counterparties based on their ability to perform prior to entering into any agreements.

OPTIONS

In order to protect against changes in the value of mortgage loans held for sale, the Company may sell call or buy put options on U.S. Treasury bonds and mortgage-backed securities. The Company generally sells call or buys put options to hedge against adverse movements of interest rates affecting the value of its mortgage loans held for sale.

The risk in writing a call option is that the Company gives up the opportunity for profit if the market price of the mortgage loans increases and the option is exercised. The Company also has the additional risk of not being able to enter into a closing transaction if a liquid secondary market does not exist. The risk of buying a put option is limited to the premium the Company paid for the put option.

The Company had written option contracts with an outstanding principal balance of \$16 million at December 31, 1995. The Company received approximately \$100,000 in premiums on these options.

 NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED IN BY THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR THE UNDERWRITERS. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OR A SOLICITATION OF AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OF SOLICITATION IS UNLAWFUL.

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 2,500,000 SHARES

[LOGO of ICMH]

COMMON STOCK

 PROSPECTUS

OPPENHEIMER & CO., INC.

STIFEL, NICOLAUS & COMPANY
INCORPORATED

EVEREN SECURITIES, INC.

, 1996

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 30. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by the Registrant in connection with the sale of Common Stock being registered. All amounts are estimates except the SEC registration fee and the NASD filing fee.

	AMOUNT TO BE PAID -----
SEC registration fee.....	\$ 15,366
NASD filing fee.....	4,956
American Stock Exchange listing fee.....	17,500
New York real estate fee.....	50,000
Printing and engraving expenses.....	200,000
Legal fees and expenses.....	200,000
Accounting fees and expenses.....	150,000
Blue Sky fees and expenses.....	50,000
Transfer agent and custodian fees.....	20,000
Miscellaneous.....	92,178

Total.....	\$750,000 =====

ITEM 31. SALES TO RELATED PARTIES

On November 20, 1995, the effective date of the Registrant's initial public offering, ICII contributed to ICIFC certain of the operating assets and certain customer lists of ICII's mortgage conduit operations including all of ICII's mortgage conduit operations' commitments to purchase mortgage loans subject to rate locks from correspondents (having a principal balance of \$43.3 million at September 30, 1995), in exchange for shares representing 100% of the common stock and 100% of the non-voting preferred stock of ICIFC. Simultaneously, on such date, in exchange for 500,000 shares of Common Stock, ICII (1) contributed to the Registrant all of the outstanding non-voting preferred stock of ICIFC, which represents 99% of the economic interest in ICIFC, (2) caused SPTL to contribute to the Registrant certain of the operating assets and certain customer lists of SPTL's warehouse lending division, and (3) executed an agreement not to compete and a right of first refusal agreement each having a term of two years from the effective date of the Registrants' initial public offering. This contribution is known as the "Contribution Transaction." Of the 500,000 shares of Common Stock issued pursuant to the Contribution Transaction, 450,000 shares were issued to ICII and 50,000 shares were issued to SPTL. The shares issued to ICII and SPTL were issued in reliance on the exemption from registration contained in Section 4(2) of the Securities Act.

ITEM 33. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The MGCL permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (1) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty established by a final judgment as being material to the cause of action. The Charter of the Company contains such a provision which eliminates such liability to the maximum extent permitted by Maryland law.

The Charter of the Company authorizes it, to the maximum extent permitted by Maryland law, to obligate itself to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (1) any present or former Director or officer or (2) any individual who, while a Director of the Company and at the request of the Company, serves or has served another corporation, partnership, joint venture, trust,

employee benefit plan or any other enterprise as a director, officer, partner or trustee of such corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The Bylaws of the Company obligate it, to the maximum extent permitted by Maryland law, to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (1) any present or former Director or officer who is made a party to the proceeding by reason of his service in that capacity or (2) any individual who, while a Director of the Company and at the request of the Company, serves or has served another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director, officer, partner or trustee of such corporation, partnership, joint venture, trust, employee benefit plan or other enterprise and who is made a party to the proceeding by reason of his service in that capacity. The Charter and Bylaws also permit the Company to indemnify and advance expenses to any person who served a predecessor of the Company in any of the capacities described above and to any employee or agent of the Company or a predecessor of the Company.

The MGCL requires a corporation (unless its charter provides otherwise, which the Company's Charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he is made a party by reason of his service in that capacity. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that (1) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (2) the director or officer actually received an improper personal benefit in money, property or services or (3) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation. In addition, the MGCL requires the Company, as a condition to advancing expenses, to obtain (1) a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for indemnification by the Company as authorized by the Bylaws and (2) a written statement by or on his behalf to repay the amount paid or reimbursed by the Company if it shall ultimately be determined that the standard of conduct was not met.

In addition, the Registrant has entered into an Indemnity Agreement (Exhibit 10.4 hereto) with its officers and Directors. The Underwriting Agreement (Exhibit 1.1) also provides for indemnification by the Underwriters of the Company, its Directors and officers and persons who control the Company within the meaning of Section 15 of the Securities Act with respect to certain liabilities, including liabilities arising under the Securities Act.

ITEM 35. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements included in the Prospectus are:

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

Consolidated Balance Sheet at March 31, 1996 (unaudited) and Consolidated Balance Sheets at December 31, 1995 and 1994 (audited); Consolidated Statements of Operations for the three months ended March 31, 1996 and 1995 (unaudited) and Consolidated Statements of Operations for the years ended December 31, 1995, 1994 and 1993 (audited); Consolidated Statement of Changes in Stockholders' Equity for the three months ended March 31, 1996 (unaudited) and Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 1995, 1994 and 1993 (audited); Consolidated Statements of Cash Flows for the three months ended March 31, 1996 and 1995 (unaudited) and Consolidated Statements of Cash Flows for the years ended December 31, 1995, 1994 and 1993 (audited); Notes to Consolidated Financial Statements

ICI FUNDING CORPORATION

Balance Sheet at March 31, 1996 (unaudited) and Balance Sheets at December 31, 1995 and 1994 (audited);
Statements of Operations for the three months ended March 31, 1996 and 1995 (unaudited) and Statements of Operations for the years ended December 31, 1995, 1994 and 1993 (audited);
Statement of Changes in Shareholders' Equity for the three months ended March 31, 1996 (unaudited) and Statements of Changes in Shareholders' Equity for the years ended December 31, 1995, 1994 and 1993 (audited);
Statements of Cash Flows for the three months ended March 31, 1996 and 1995 (unaudited) and Statements of Cash Flows for the years ended December 31, 1995, 1994 and 1993 (audited)
Notes to Financial Statements

All schedules have been omitted because they are either not applicable, not required or the information required has been disclosed in the financial statements and related notes or otherwise in the Prospectus.

(b) Exhibits

EXHIBIT
NO.

- 1.1 -- Form of Underwriting Agreement.
- 3.1+ -- Charter of the Registrant.
- 3.2+ -- Bylaws of the Registrant.
- 4.1+ -- Form of Stock Certificate of the Company.
- 5.1 -- Opinion of Freshman, Marantz, Orlanski, Cooper & Klein.
- 5.2 -- Opinion of Ballard Spahr Andrews & Ingersoll.
- 8.1 -- Opinion of Latham & Watkins.
- 10.1+ -- Form of Management Agreement between the Registrant and Imperial Credit Advisors, Inc.
- 10.2+ -- Form of Submanagement Agreement between Imperial Credit Advisors, Inc. and Imperial Credit Industries, Inc.
- 10.3+ -- Stock Option Plan.
- 10.4+ -- Form of Indemnity Agreement between the Registrant and its Directors and officers.
- 10.5+ -- Form of Tax Agreement between the Registrant and Imperial Credit Industries, Inc.
- 10.6+ -- Form of Services Agreement between the Registrant and Imperial Credit Industries, Inc.
- 10.7+ -- Form of Sublease between the Registrant and Imperial Credit Industries, Inc. regarding Santa Ana Heights facility.
- 10.8+ -- Form of Employment Agreement.
- 10.9+ -- Form of Loan Purchase and Administrative Services Agreement between the Registrant and ICI Funding Corporation.
- 10.10+ -- Form of Contribution Agreement between the Registrant, Imperial Credit Industries, Inc., Southern Pacific Thrift & Loan Association, ICI Funding Corporation and Imperial Warehouse Lending Group, Inc.
- 10.11+ -- Form of Non-Competition Agreement between the Registrant and Imperial Credit Industries, Inc.
- 10.12+ -- Form of Right of First Refusal Agreement between Imperial Credit Industries, Inc. and ICI Funding Corporation.
- 10.13+ -- Form of Dividend Reinvestment Plan.
- 10.14 -- Servicing Agreement between the Registrant and ICI Funding Corporation.
- 11 -- Statement regarding computation of per share earnings.
- 21.1+ -- Subsidiaries of the Registrant.
- 23.1 -- Consent of Freshman, Marantz, Orlanski, Cooper & Klein (contained in Exhibit 5.1).
- 23.2 -- Consent of Ballard Spahr Andrews & Ingersoll (contained in Exhibit 5.2).
- 23.3 -- Consent of Latham & Watkins (contained in Exhibit 8.1).
- 23.4 -- Consent of KPMG Peat Marwick LLP regarding Registrant.
- 23.5 -- Consent of KPMG Peat Marwick LLP regarding ICI Funding Corporation.
- 24.1* -- Power of Attorney.

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* Previously filed.

+ Incorporated by reference to, and all such exhibits have the corresponding Exhibit Number filed as part of the Registration Statement on Form S-11 (File No. 33-96670) and Amendments No. 1, 2 and 3 filed with the Securities and Exchange Commission on September 7, 1995, October 23, 1995, October 30, 1995 and November 8, 1995, respectively.

ITEM 36. UNDERTAKINGS

The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing specified in the Underwriting Agreement certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification by the Registrant for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referenced in Item 14 of this Registration Statement or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes:

(1) That for purposes of determining any liability under the Securities Act, the information omitted from the form of Prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form S-11 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Ana Heights, State of California, on the 29th day of May, 1996.

IMPERIAL CREDIT MORTGAGE HOLDINGS,
INC.

/s/ Joseph R. Tomkinson

By: _____
Joseph R. Tomkinson
Vice Chairman of the Board
and Chief Executive Officer

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATES INDICATED.

SIGNATURE -----	TITLE -----	DATE ----
_____ /s/ Joseph R. Tomkinson _____ Joseph R. Tomkinson	Vice Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	May 29, 1996
*		
_____ Richard J. Johnson	Chief Financial Officer (Principal Financial and Accounting Officer)	May 29, 1996
*		
_____ H. Wayne Snavelly	Chairman of the Board	May 29, 1996
*		
_____ James Walsh	Director	May 29, 1996
*		
_____ Frank Filippis	Director	May 29, 1996
*		
_____ Stephen R. Peers	Director	May 29, 1996

*By: /s/ Joseph R. Tomkinson

Joseph R. Tomkinson
Attorney-in-Fact

EXHIBIT INDEX

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2,500,000 Shares

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

Common Stock

UNDERWRITING AGREEMENT

[DATE]

PAINWEBBER INCORPORATED
OPPENHEIMER & CO., INC.
STIFEL, NICOLAUS & COMPANY INCORPORATED
EVEREN SECURITIES, INC.

As Representatives of the
several Underwriters
c/o PaineWebber Incorporated
1285 Avenue of the Americas
New York, New York 10019

Dear Sirs:

Imperial Credit Mortgage Holdings, Inc., a Maryland corporation (the "Company"), proposes to sell an aggregate of 2,500,000 shares (the "Firm Shares") of the Company's Common Stock, \$.01 par value per share (the "Common Stock"), to you and to the other underwriters named in Schedule I (collectively, the "Underwriters"), for whom you are acting as representatives (the "Representatives"). The Company has also agreed to grant to you and the other Underwriters an option (the "Option") to purchase up to an additional 375,500 shares of Common Stock (the "Option Shares") on the terms and for the purposes set forth in Section 1(b). The Firm Shares and the Option Shares are hereinafter collectively referred to as the "Shares."

The initial public offering price per share for the Shares and the purchase price per share for the Shares

to be paid by the several Underwriters shall be agreed upon by the Company and the Representatives, acting on behalf of the several Underwriters, and such agreement shall be set forth in a separate written instrument substantially in the form of Exhibit A hereto (the "Price Determination Agreement"). The Price Determination Agreement may take the form of an exchange of any standard form of written telecommunication among the Company and the Representatives and shall specify such applicable information as is indicated in Exhibit A hereto. The offering of the Shares will be governed by this Agreement, as supplemented by the Price Determination Agreement. From and after the date of the execution and delivery of the Price Determination Agreement, this Agreement shall be deemed to incorporate, and, unless the context otherwise indicates, all references contained herein to "this Agreement" and to the phrase "herein" shall be deemed to include the Price Determination Agreement.

The Company confirms as follows its agreements with the Representatives and the several other Underwriters.

1. Agreement to Sell and Purchase.

(a) On the basis of the representations, warranties and agreements of the Company herein contained and subject to all the terms and conditions of this Agreement, the Company agrees to sell to each Underwriter named below, and each Underwriter, severally and not jointly, agrees to purchase from the Company at the purchase price

per share for the Firm Shares to be agreed upon by the Representatives and the Company in accordance with Section 1(c) or 1(d) of this Agreement and set forth in the Price Determination Agreement, the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I, plus such additional number of Firm Shares which such Underwriter may become obligated to purchase pursuant to Section 8 hereof. If the Company elects to rely on Rule 430A (as hereinafter defined), Schedule I may be attached to the Price Determination Agreement.

(b) Subject to all the terms and conditions of this Agreement, the Company grants the Option to the several Underwriters to purchase, severally and not jointly, up to 375,500 Option Shares from the Company at the same price per share as the Underwriters shall pay for the Firm Shares. The Option may be exercised only to cover over-allotments in the sale of the Firm Shares by the Underwriters and may be exercised in whole or in part at any time (but not more than once) on or before the 45th day after the date of this Agreement (or, if the Company has elected to rely on Rule 430A, on or before the 45th day after the date of the Price Determination Agreement), upon written or telegraphic notice (the "Option Shares Notice") by the Representatives to the Company no later than 12:00 noon, New York City time, at least two and no more than five business days before the date specified for closing in the Option Shares

Notice (the "Option Closing Date") setting forth the aggregate number of Option Shares to be purchased and the time and date for such purchase. On the Option Closing Date, the Company will issue and sell to the Underwriters the number of Option Shares set forth in the Option Shares Notice, and each Underwriter will purchase such percentage of the Option Shares as is equal to the percentage of Firm Shares that such Underwriter is purchasing, as adjusted by the Representatives in such manner as they deem advisable to avoid fractional shares.

(c) If the Company has elected not to rely on Rule 430A, the initial public offering price per share for the Firm Shares and the purchase price per share for the Firm Shares to be paid by the several Underwriters shall be agreed upon and set forth in the Price Determination Agreement, which shall be dated the date hereof, and an amendment to the Registration Statement (as hereinafter defined) containing such per share price information shall be filed before the Registration Statement becomes effective.

(d) If the Company has elected to rely on Rule 430A, the initial public offering price per share for the Firm Shares and the purchase price per share for the Firm Shares to be paid by the several Underwriters shall be agreed upon and set forth in the Price Determination Agreement. In the event such price has not been agreed upon and the Price Determination Agreement has not been executed by

the close of business on the fourteenth business day following the date on which the Registration Statement becomes effective, this Agreement shall terminate forthwith, without liability of any party to any other party except that Sections 4(i), 4(o) and 6 shall remain in effect.

2. Delivery and Payment.

Delivery of the Firm Shares shall be made to the Representatives for the accounts of the Underwriters against payment of the purchase price by credit to the account of the Company with the Depository Trust Company. Such payments shall be made at 10:00 a.m., New York City time, on _____, 1996 or

 at such time on such other date as may be agreed upon by the Company and the Representatives, but in no event later than 10 days after such date (such date is hereinafter referred to as the "Closing Date").

To the extent the Option is exercised, delivery of the Option Shares against payment by the Underwriters (in the manner specified above) will take place at the offices specified above for the Closing Date at the time and date (which may be the Closing Date) specified in the Option Shares Notice.

The cost of original issue tax stamps, if any, in connection with the issuance and delivery of the Firm Shares and Option Shares by the Company to the respective Underwriters shall be borne by the Company. The Company will pay

and save each Underwriter and any subsequent holder of the Shares harmless from any and all liabilities with respect to or resulting from any failure or delay in paying Federal and state stamp and other transfer taxes, if any, which may be payable or determined to be payable in connection with the original issuance or sale to such Underwriter of the Firm Shares and Option Shares.

3. Representations and Warranties of the Company.

 The Company represents, warrants and covenants to each Underwriter that:

(a) A registration statement (Registration No. _____) on Form

 S-11 relating to the Shares, including a preliminary prospectus and such amendments to such registration statement as may have been required to the date of this Agreement, has been prepared by the Company under the provisions of the Securities Act of 1933, as amended (the "Act"), and the rules and regulations (collectively referred to as the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission") thereunder, and has been filed with the Commission. The term "preliminary prospectus" as used herein means a preliminary prospectus as contemplated by Rule 430 or Rule 430A ("Rule 430A") of the Rules and Regulations included at any time as part of the registration statement. Copies of such registration statement and amendments and of each related preliminary prospec-

tus have been delivered to the Representatives. If such registration statement has not become effective, a further amendment to such registration statement, including a form of final prospectus, necessary to permit such registration statement to become effective will be filed promptly by the Company with the Commission. If such registration statement has become effective, a final prospectus containing information permitted to be omitted at the time of effectiveness by Rule 430A will be filed by the Company with the Commission in accordance with Rule 424(b) of the Rules and Regulations promptly after execution and delivery of the Price Determination Agreement. The term "Registration Statement" means the registration statement as amended at the time it becomes or became effective (the "Effective Date"), including financial statements and all exhibits and any information deemed to be included by Rule 430A or Rule 434. The term "Prospectus" means the prospectus as first filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations or, if no such filing is required, the form of final prospectus included in the Registration Statement at the Effective Date.

(b) On the Effective Date, the date the Prospectus is first filed with the Commission pursuant to Rule 424(b) (if required), at all times subsequent to and including the Closing Date and, if later, the Option Closing Date, and when any post-effective amendment to the Registra-

tion Statement becomes effective or any amendment or supplement to the Prospectus is filed with the Commission, the Registration Statement and the Prospectus (as amended or as supplemented if the Company shall have filed with the Commission any amendment or supplement thereto), including the financial statements included in the Prospectus, did or will comply with all applicable provisions of the Act and the Rules and Regulations and will contain all statements required to be stated therein in accordance with the Act and the Rules and Regulations. On the Effective Date and when any post-effective amendment to the Registration Statement becomes effective, no part of the Registration Statement or any such amendment did or will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. At the Effective Date, the date the Prospectus or any amendment or supplement to the Prospectus is filed with the Commission and at the Closing Date and, if later, the Option Closing Date, the Prospectus did not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The foregoing representations and warranties in this Section 3(b) do not apply to any statements or omissions made in reliance on and in conformity with information relating

to any Underwriter furnished in writing to the Company by the Representatives specifically for inclusion in the Registration Statement or Prospectus or any amendment or supplement thereto. For all purposes of this Agreement, the legend regarding stabilization set forth on the inside front cover page of the Prospectus, the names of the Underwriters and the amounts of the selling concession and reallowance set forth in the Prospectus under the caption "Underwriting" and the identification of counsel to the Underwriters in the Prospectus under the caption "Legal Matters" constitute the only information relating to any Underwriter furnished in writing to the Company by the Representatives specifically for inclusion in the Registration Statement, the preliminary prospectus or the Prospectus. The Company has not distributed any offering material in connection with the offering or sale of the Shares other than the Registration Statement, the preliminary prospectus, the Prospectus or any other materials, if any, permitted by the Act.

(c) The only subsidiaries (as defined in the Rules and Regulations) of the Company are Imperial Warehouse Lending Group ("IWLG") and ICI Funding Corp. ("ICIFC") (collectively, the "Subsidiaries"). The Company and each of its Subsidiaries is, and at the Closing Date and, if later, the Option Closing Date, will be, a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Company and

each of its Subsidiaries has, and at the Closing Date and, if later, the Option Closing Date, will have, full power and authority to conduct all the activities conducted by it, to own or lease all the assets owned or leased by it and to conduct its business as described in the Registration Statement and the Prospectus. The Company and each of its Subsidiaries is, and at the Closing Date and, if later, the Option Closing Date, will be, duly licensed or qualified to do business and in good standing as a foreign corporation in all jurisdictions in which the nature of the activities conducted by it or the character of the assets owned or leased by it makes such licensing or qualification necessary, except where the failure to so qualify will not have a material adverse effect on the Company or any of its Subsidiaries or their respective business, properties, business prospects, condition (financial or otherwise) or results of operations (a "Material Adverse Effect"). All of the outstanding shares of the capital stock of the Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable and are owned by the Company (other than the outstanding common stock of ICIFC, which is owned by Imperial Credit Industries, Inc.), to the extent and as is described in the Prospectus, free and clear of all liens, encumbrances and claims whatsoever. Except for the stock of the Subsidiaries and as disclosed in the Registration Statement, the Company does not own, and at the

Closing Date and, if later, the Option Closing Date, will not own, directly or indirectly, any shares of stock or any other equity or long-term debt securities of any corporation or have any equity interest in any firm, partnership, joint venture, association or other entity. The outstanding shares of preferred stock of ICIFC have the rights and preferences described in the Prospectus. Complete and correct copies of the charter and of the by-laws of the Company and its Subsidiaries and all amendments thereto have been filed as exhibits to the Registration Statement or delivered to the Representatives, and no changes therein will be made subsequent to the date hereof and prior to the Closing Date or, if later, the Option Closing Date, except such as the Representatives shall approve.

(d) All of the outstanding shares of Common Stock have been, and the Shares to be issued and sold by the Company upon such issuance will be, duly authorized, validly issued, fully paid and nonassessable and will not be subject to any preemptive or similar right. The description of the Common Stock in the Registration Statement and the Prospectus is, and at the Closing Date and, if later, the Option Closing Date, will be, complete and accurate in all respects. Except as set forth in the Prospectus, there are no, and at the Closing Date and, if later, the Option Closing Date, will not be, any options to purchase, or any rights or warrants to subscribe for, or any securities or

obligations convertible into, or any contracts, commitments, plans or arrangements to issue or sell, any shares of capital stock of the Company, any shares of capital stock of any Subsidiary or any such warrants, convertible securities or obligations. The descriptions of the Company's dividend reinvestment plan, stock option and other stock plans or arrangements, and the options or other rights granted and exercised thereunder, set forth in the Prospectus accurately present the information required to be shown with respect to such plans, arrangements, options and rights.

(e) The financial statements and schedules included in the Registration Statement or the Prospectus present the consolidated financial condition of the Company and ICIFC as of the respective dates thereof and the consolidated results of operations and cash flows of the Company and ICIFC for the respective periods covered thereby, all in conformity with generally accepted accounting principles applied on a consistent basis throughout the entire period involved, except as otherwise disclosed in the Prospectus. No other financial statements or schedules of the Company or ICIFC are required by the Act or the Rules and Regulations to be included in the Registration Statement or the Prospectus. KPMG Peat Marwick (the "Accountants"), who have reported on such financial statements and schedules, are independent accountants with respect to the Company as required by the Act and the Rules and

Regulations. The statements included in the Registration Statement with respect to the Accountants pursuant to Item 509 of Regulation S-K of the Rules and Regulations are true and correct in all material respects. The selected financial data set forth in the Prospectus under the captions "Capitalization" and "Selected Financial Data" fairly present the information set forth therein on the basis stated in the Registration Statement.

(f) Each of the Company and its Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets.

(g) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus and prior to the Closing Date and, if later, the Option Closing Date, except as set forth in or contemplated by the Registration Statement and the Prospectus, (i) there has not been and will not have been any change in the capitalization of the Company or any of its Subsidiaries, or in the business, properties, business prospects, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, arising for

any reason whatsoever, (ii) neither the Company nor any of its Subsidiaries has incurred nor will it incur any material liabilities or obligations, direct or contingent, nor has it entered into nor will it enter into any material transactions other than pursuant to this Agreement and the transactions referred to herein and (iii) neither the Company nor any of its Subsidiaries has and none of them will have paid or declared any dividends or other distributions of any kind on any class of their respective classes of capital stock.

(h) Neither of the Company nor any of its Subsidiaries is, and if operated in the manner described in the Prospectus under the caption "Business" will not be, an "investment company," an entity "controlled" by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(i) Except as set forth in the Registration Statement and the Prospectus, there are no actions, suits or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries or any of their respective officers in their capacity as such, before or by any Federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, wherein an unfavor-

able ruling, decision or finding might result in a Material Adverse Effect.

(j) The Company and each of its Subsidiaries has, and at the Closing Date and, if later, the Option Closing Date, will have, (i) all governmental licenses, permits, consents, orders, approvals and other authorizations necessary to carry on its business as contemplated in the Prospectus, (ii) complied in all respects with all laws, regulations and orders applicable to it or its business and (iii) performed all its obligations required to be performed by it, and is not, and at the Closing Date and, if later, the Option Closing Date, will not be, in default, under any indenture, mortgage, deed of trust, voting trust agreement, loan agreement, bond, debenture, note agreement, lease, contract or other agreement or instrument (collectively, a "contract or other agreement") to which it is a party or by which its property is bound or affected, the effect of any of which, individually or in the aggregate, might result in a Material Adverse Effect. To the knowledge of the Company and each of its Subsidiaries, no other party under any contract or other agreement to which it is a party is in default in any respect thereunder. Neither the Company nor any of its Subsidiaries is, nor at the Closing Date and, if later, the Option Closing Date, will any of them be, in violation of any provision of its charter or by-laws.

(k) The Company has full corporate power and authority to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company and is enforceable against the Company in accordance with its terms, except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and moratorium laws in effect from time to time and by equitable principles restricting the availability of equitable remedies. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the consummation of the transactions contemplated hereby and the application of the net proceeds from the offering and sale of the Shares to be sold by the Company in the manner set forth in the Prospectus under the caption "Use of Proceeds" will not result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its Subsidiaries pursuant to the terms or provisions of, or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or give any other party a right to terminate any of its obligations under, or result in the acceleration of any obligation under, the charter or by-laws of the Company or any of its Subsidiaries, any contract or other agreement to which the Company or any of its Subsid-

aries is a party or by which the Company or any of its Subsidiaries or any of its properties is bound or affected, or violate or conflict with any judgment, ruling, decree, order, statute, rule or regulation of any court or other governmental agency or body applicable to the business or properties of the Company or any of its Subsidiaries the effect of any of which, individually or in the aggregate, might have a Material Adverse Effect.

(l) No consent, approval, authorization or order of, or any filing or declaration with, any court or governmental agency or body is required in connection with the authorization, issuance, transfer, sale or delivery of the Shares by the Company, in connection with the execution, delivery and performance of this Agreement by the Company or in connection with the taking by the Company of any other action contemplated hereby, except such as have been obtained under the Act or the Rules and Regulations and such as may be required under state securities or Blue Sky laws or the by-laws and rules of the National Association of Securities Dealers, Inc. (the "NASD") in connection with the purchase and distribution by the Underwriters of the Shares.

(m) The Company and each of its Subsidiaries has good and marketable title to all properties and assets described in the Prospectus as owned by it, free and clear of all liens, charges, encumbrances, mortgages, security interests, claims or restrictions, except such as are

described in, or contemplated by, the Prospectus. The Company and each of its Subsidiaries has valid, subsisting and enforceable leases for the properties described in the Prospectus as leased by it, with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such properties by the Company and such Subsidiaries.

(n) There is no document or contract of a character required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement which is not described or filed as required. All such contracts to which the Company or any Subsidiary is a party have been duly authorized, executed and delivered by the Company or such Subsidiary, constitute valid and binding agreements of the Company or such Subsidiary and are enforceable against the Company or such Subsidiary in accordance with the terms thereof.

(o) No statement, representation, warranty or covenant made by the Company in this Agreement or made in any certificate or document required by this Agreement to be delivered to the Representatives was or will be, when made, inaccurate, untrue or incorrect.

(p) Neither the Company nor any of its directors, officers or controlling persons has taken, directly or indirectly, any action intended, or which might reasonably be expected, to cause or result, under the Act or

otherwise, in, or which has constituted, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(q) No holder of securities of the Company has rights to the registration of any securities of the Company because of the filing of the Registration Statement.

(r) Prior to the Closing Date, the Shares will be duly authorized for listing by the American Stock Exchange upon official notice of issuance.

(s) Neither the Company nor any of its Subsidiaries is involved in any material labor dispute nor, to the knowledge of the Company, is any such dispute threatened.

(t) The Company and its Subsidiaries own, or are licensed or otherwise have the full exclusive right to use, all material trademarks and trade names which are used in or necessary for the conduct of their respective businesses as described in the Prospectus. No claims have been asserted by any person to the use of any such trademarks or trade names or challenging or questioning the validity or effectiveness of any such trademark or trade name. The use, in connection with the business and operations of the Company and its Subsidiaries of such trademarks and trade names does not, to the Company's knowledge, infringe on the rights of any person.

(u) Neither the Company or any of its Subsidiaries nor to the knowledge of the Company any officers, directors, employees or agents acting on behalf of the Company or any of its Subsidiaries has at any time (i) made any contributions to any candidate for political office in violation of law, or failed to disclose fully any contributions to any candidate for political office in accordance with any applicable statute, rule, regulation or ordinance requiring such disclosure, (ii) made any payment to any local, state, federal or foreign governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable law, (iii) made any payment outside the ordinary course of business to any purchasing or selling agent or person charged with similar duties of any entity to which the Company or any Subsidiary sells or from which the Company or any Subsidiary buys products for the purpose of influencing such agent or person to buy products from or sell products to the Company or such Subsidiary, or (iv) except as described in the Prospectus, engaged in any transaction, maintained any bank account or used any corporate funds except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company or such Subsidiary.

(v) As of the Closing Date and, if later, the Option Closing Date, the Company and its Subsidiaries shall be insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the business in which it engages as described in the Prospectus; neither the Company nor any Subsidiary has been refused any insurance coverage sought or applied for; and the Company has no reason to believe that it or any Subsidiary will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its proposed business at a cost that would not result in a Material Adverse Effect.

(w) As of the Closing Date and, if later, the Option Closing Date, the Company shall be qualified as a real estate investment trust ("REIT") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"), and intends to operate in a manner so as to continue to remain so qualified.

(x) The Company has complied, and until the completion of the distribution of the Shares will comply, with all of the provisions of (including, without limitation, filing all forms required by) Section 517.075 of the Florida Securities and Investor Protection Act and regula-

tion 3E-900.001 issued thereunder with respect to the offering and sale of the Shares.

(y) Neither the Company nor any of its Subsidiaries is, and if operated in the manner described in the Prospectus under the caption "Business" will not be, a "broker" within the meaning of Section 3(a)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or a "dealer" within the meaning of Section 3(a)(5) of the Exchange Act or required to be registered pursuant to Section 15(a) of the Exchange Act.

4. Agreements of the Company.

The Company agrees with the several Underwriters as follows:

(a) The Company will not, either prior to the Effective Date or thereafter during such period as the Prospectus is required by law to be delivered in connection with sales of the Shares by an Underwriter or dealer, file any amendment or supplement to the Registration Statement, any preliminary prospectus or the Prospectus, unless a copy thereof shall first have been submitted to the Representatives within a reasonable period of time prior to the filing thereof and the Representatives shall not have objected thereto in good faith.

(b) The Company will use its best efforts to cause the Registration Statement to become effective, and will notify the Representatives promptly, and will confirm

such advice in writing, (1) when the Registration Statement has become effective and when any post-effective amendment thereto becomes effective, (2) of any request by the Commission for amendments or supplements to the Registration Statement or the Prospectus or for additional information, (3) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose or the threat thereof, (4) of the happening of any event during the period mentioned in the second sentence of Section 4(e) that in the judgment of the Company makes any statement made in the Registration Statement or the Prospectus untrue or that requires the making of any changes in the Registration Statement or the Prospectus in order to make the statements therein, in light of the circumstances in which they are made, not misleading and (5) of receipt by the Company or any Representatives or attorney of the Company of any other communication from the Commission relating to the Company, the Registration Statement, any preliminary prospectus or the Prospectus. If at any time the Commission shall issue any order suspending the effectiveness of the Registration Statement, the Company will make every reasonable effort to obtain the withdrawal of such order at the earliest possible moment. If the Company has omitted any information from the Registration Statement pursuant to Rule 430A, the Company will use its best efforts to comply with the provisions of

and make all requisite filings with the Commission pursuant to said Rule 430A and to notify the Representatives promptly of all such filings.

(c) The Company will furnish to each of the Representatives, without charge, one signed copy of the Registration Statement and of any post-effective amendment thereto, including financial statements and schedules, and all exhibits thereto, and will furnish to the Representatives, without charge, for transmittal to each of the other Underwriters, a copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules but without exhibits.

(d) The Company will comply with all the provisions of any undertakings contained in the Registration Statement.

(e) On the Effective Date, and thereafter from time to time, the Company will deliver to each of the Underwriters, without charge, as many copies of the Prospectus or any amendment or supplement thereto as the Representatives may reasonably request. The Company consents to the use of the Prospectus or any amendment or supplement thereto by the several Underwriters and by all dealers to whom the Shares may be sold, both in connection with the offering or sale of the Shares and for any period of time thereafter during which the Prospectus is required by law to be delivered in connection therewith. If during such period of

time any event shall occur which in the judgment of the Company or counsel to the Underwriters should be set forth in the Prospectus in order to make any statement therein, in the light of the circumstances under which it was made, not misleading, or if it is necessary to supplement or amend the Prospectus to comply with law, the Company will forthwith prepare and duly file with the Commission an appropriate supplement or amendment thereto, and will deliver to each of the Underwriters, without charge, such number of copies thereof as the Representatives may reasonably request.

(f) Prior to any public offering of the Shares by the Underwriters, the Company will cooperate with the Representatives and counsel to the Underwriters in connection with the registration or qualification of the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives may request; provided, that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to general service of process or taxation in any jurisdiction where it is not now so subject. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Common Stock for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the

event of the issuance of any order suspending such qualification, registration or exemption, the Company, with the cooperation of the Representatives, will make every reasonable effort to obtain the withdrawal thereof.

(g) During the period of five years commencing on the Effective Date, the Company will furnish to the Representatives and each other Underwriter who may so request copies of such financial statements and other periodic and special reports as the Company may from time to time distribute generally to the holders of any class of its capital stock, and will furnish to the Representatives and each other Underwriter who may so request a copy of each annual or other report it shall be required to file with the Commission.

(h) The Company will make generally available to holders of its securities as soon as may be practicable but in no event later than the last day of the fifteenth full calendar month following the calendar quarter in which the Effective Date falls, an earnings statement (which need not be audited but shall be in reasonable detail) for a period of 12 months ended commencing after the Effective Date, and satisfying the provisions of Section 11(a) of the Act (including Rule 158 of the Rules and Regulations).

(i) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement

is terminated, the Company will pay, or reimburse if paid by the Representatives, all costs and expenses incident to the performance of the obligations of the Company under this Agreement, including but not limited to costs and expenses of or relating to (1) the preparation, printing and filing of the Registration Statement and exhibits to it, each preliminary prospectus, the Prospectus and any amendment or supplement to the Registration Statement or the Prospectus, (2) the preparation and delivery of certificates representing the Shares, (3) the printing of this Agreement, the Agreement Among Underwriters, any Dealer Agreements and any Underwriters' Questionnaire, (4) furnishing (including costs of shipping, mailing and courier) such copies of the Registration Statement, the Prospectus and any preliminary prospectus, and all amendments and supplements thereto, as may be requested for use in connection with the offering and sale of the Shares by the Underwriters or by dealers to whom Shares may be sold, (5) the listing of the Shares on the American Stock Exchange, (6) any filings required to be made by the Underwriters with the NASD, and the fees, disbursements and other charges of counsel for the Underwriters in connection therewith, (7) the registration or qualification of the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions designated pursuant to Section 4(f), including the fees, disbursements and other charges of counsel to the Underwriters in

connection therewith, and the preparation and printing of preliminary, supplemental and final Blue Sky memoranda, (8) counsel to the Company, (9) the transfer agent for the Shares and (10) the Accountants.

(j) The Company will not use the proceeds of the sale of the Shares in such a manner as to require the Company to be registered under the Investment Company Act.

(k) The Company will not at any time, directly or indirectly, take any action intended, or which might reasonably be expected, to cause or result in, or which will constitute, stabilization of the price of the shares of Common Stock to facilitate the sale or resale of any of the Shares.

(l) The Company will apply the net proceeds from the offering and sale of the Shares to be sold by the Company in the manner set forth in the Prospectus under the caption "Use of Proceeds" and shall file such reports with the Commission with respect to the sale of the Shares and the application of the proceeds therefrom as may be required in accordance with Rule 463 under the Act.

(m) The Company will not, and the Company will cause each of Imperial Credit Industries, Inc., Southern Pacific Thrift and Loan and their officers, employees and affiliates who beneficially own shares of Common Stock to enter into agreements with the Representatives in the form set forth in Exhibit B to the effect that they will not, for a period of 120 days after the commencement of the public offering of the Shares,

without the prior written consent of PaineWebber Incorporated, sell, contract to sell, grant any option to sell, or otherwise dispose of, or require the Company to file with the Commission a registration statement under the Act to register, any shares of Common Stock or securities convertible into or exchangeable for Common Stock or warrants or other rights to acquire shares of Common Stock of which they are, or may in the future become, the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act), other than pursuant to stock option plans or in connection with other employee incentive compensation arrangements or the Company's dividend reinvestment plan.

(n) The Company will not invest in futures contracts, options on futures contracts or options on commodities unless the Company is exempt from the registration requirements of the Commodity Exchange Act, as amended (the "Commodity Act"), or otherwise complies with the Commodity Act. The Company will not engage in any activities bearing on the Commodity Act, unless such activities are exempt from the Commodity Act or otherwise comply with the Commodity Act.

(o) If this Agreement shall be terminated by the Company pursuant to any of the provisions hereof (otherwise than pursuant to Section 8) or if for any reason the Company shall be unable to perform its obligations hereunder, the Company will reimburse the several Underwriters

for all out-of-pocket expenses (including the fees, disbursements and other charges of counsel to the Underwriters) reasonably incurred by them in connection herewith.

5. Conditions of the Obligations of the Underwriters.

In addition to the execution and delivery of the Price Determination Agreement, the obligations of each Underwriter hereunder are subject to the following conditions:

(a) Notification that the Registration Statement has become effective shall be received by the Representatives not later than 5:00 p.m., New York City time, on the date of this Agreement or at such later date and time as shall be consented to in writing by the Representatives and all filings required by Rule 424 of the Rules and Regulations and Rule 430A shall have been made.

(b) (i) No stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall be pending or threatened by the Commission, (ii) no order suspending the effectiveness of the Registration Statement or the qualification or registration of the Shares under the securities or Blue Sky laws of any jurisdiction shall be in effect and no proceeding for such purpose shall be pending before or threatened or contemplated by the Commission or

the authorities of any such jurisdiction, (iii) any request for additional information on the part of the staff of the Commission or any such authorities shall have been complied with to the satisfaction of the staff of the Commission or such authorities and (iv) after the date hereof no amendment or supplement to the Registration Statement or the Prospectus shall have been filed unless a copy thereof was first submitted to the Representatives and the Representatives did not object thereto in good faith, and the Representatives shall have received certificates, dated the Closing Date and, if later, the Option Closing Date, and signed by the Chief Executive Officer or the Chairman of the Board of Directors of the Company and the Chief Financial Officer of the Company (who may, as to proceedings threatened, rely upon the best of their information and belief), to the effect of clauses (i), (ii) and (iii).

(c) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, (i) there shall not have been a material adverse change in the general affairs, capital stock, indebtedness, business, business prospects, properties, management, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, in each case other than as set forth in or contemplated by the Registration Statement and the Prospectus

and (ii) none of the Company or any of its Subsidiaries shall have sustained any material loss or interference with its business or properties from fire, explosion, flood or other casualty, whether or not covered by insurance, or from any labor dispute or any court or legislative or other governmental action, order or decree, which is not set forth in the Registration Statement and the Prospectus, if in the judgment of the Representatives any such development makes it impracticable or inadvisable to consummate the sale and delivery of the Shares by the Underwriters at the initial public offering price.

(d) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, there shall have been no litigation or other proceeding instituted against the Company or any of the Subsidiaries or any of their respective officers or directors in their capacities as such, before or by any Federal, state or local court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, in which litigation or proceeding an unfavorable ruling, decision or finding would materially and adversely affect the business, properties, business prospects, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken as a whole.

(e) Each of the representations and warranties of the Company contained herein shall be true and

correct in all material respects at the Closing Date and, with respect to the Option Shares, at the Option Closing Date, as if made at the Closing Date and, with respect to the Option Shares, at the Option Closing Date, and all covenants and agreements herein contained to be performed on the part of the Company and all conditions herein contained to be fulfilled or complied with by the Company at or prior to the Closing Date and, with respect to the Option Shares, at or prior to the Option Closing Date, shall have been duly performed, fulfilled or complied with.

(f) The Representatives shall have received an opinion, dated the Closing Date and, with respect to the Option Shares, the Option Closing Date, and satisfactory in form and substance to counsel for the Underwriters, from Freshman, Marantz, Orlanski, Cooper & Klien, counsel to the Company and ICIFC, to the effect set forth in Exhibit C.

(g) The Representatives shall have received an opinion, dated the Closing Date and, with respect to the Option Shares, the Option Closing Date, from Paul, Weiss, Rifkind, Wharton & Garrison, counsel to the Underwriters, with respect to the Registration Statement, the Prospectus and this Agreement, which opinion shall be satisfactory in all respects to the Representatives.

(h) On the date of the Prospectus, the Accountants shall have furnished to the Representatives a letter, dated the date of its delivery, addressed to the

Representatives and in form and substance satisfactory to the Representatives, confirming that they are independent accountants with respect to the Company as required by the Act and the Rules and Regulations and with respect to the financial and other statistical and numerical information contained in the Registration Statement. At the Closing Date and, as to the Option Shares, the Option Closing Date, the Accountants shall have furnished to the Representatives a letter, dated the date of its delivery, which shall confirm, on the basis of a review in accordance with the procedures set forth in the letter from the Accountants, that nothing has come to their attention during the period from the date of the letter referred to in the prior sentence to a date (specified in the letter) not more than five days prior to the Closing Date and, as to the Option Shares, the Option Closing Date, as the case may be, which would require any change in their letter dated the date hereof or, if the Company elects to rely on Rule 430A, on the date of the Prospectus, if it were required to be dated and delivered at the Closing Date and the Option Closing Date.

(i) At the Closing Date and, as to the Option Shares, the Option Closing Date, there shall be furnished to the Representatives an accurate certificate, dated the date of its delivery, signed by each of the Chief Executive Officer and the Chief Financial Officer of the

Company, in form and substance satisfactory to the Representatives, to the effect that:

(i) Each signer of such certificate has carefully examined the Registration Statement and the Prospectus and (A) as of the date of such certificate, such documents are true and correct in all material respects and do not omit to state a material fact required to be stated therein or necessary in order to make the statements therein not untrue or misleading and (B) in the case of the certificate delivered at the Closing Date and, as to any Option Shares, the Option Closing Date, since the Effective Date no event has occurred as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein not untrue or misleading in any material respect.

(ii) Each of the representations and warranties of the Company contained in this Agreement were, when originally made, and are, at the time such certificate is delivered, true and correct in all material respects.

(iii) Each of the covenants required herein to be performed by the Company on or prior to the delivery of such certificate has been duly, timely and fully performed and each condition herein required to be complied with by the Company on or prior to the

date of such certificate has been duly, timely and fully complied with.

(j) On or prior to the Closing Date, the Representatives shall have received the executed agreements referred to in Section 4(m).

(k) The Shares shall be qualified for sale in such states as the Representatives may reasonably request, each such qualification shall be in effect and not subject to any stop order or other proceeding on the Closing Date or the Option Closing Date.

(l) Prior to the Closing Date, the Shares shall have been duly authorized for listing by the American Stock Exchange upon official notice of issuance.

(m) The Company shall have furnished to the Representatives such certificates, in addition to those specifically mentioned herein, as the Representatives may have reasonably requested as to the accuracy and completeness at the Closing Date and the Option Closing Date of any statement in the Registration Statement or the Prospectus, as to the accuracy at the Closing Date and, as to any Option Shares, the Option Closing Date, of the representations and warranties of the Company herein, as to the performance by the Company of its obligations hereunder, or as to the fulfillment of the conditions concurrent and precedent to the obligations hereunder of the Representatives.

6. Indemnification.

(a) The Company will indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person, if any, who controls each Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, liabilities, expenses and damages (including any and all investigative, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding between any of the indemnified parties and any indemnifying parties or between any indemnified party and any third party, or otherwise, or any claim asserted), to which they, or any of them, may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, liabilities, expenses or damages arise out of or are based on any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, the Registration Statement or the Prospectus or any amendment or supplement to the Registration Statement or the Prospectus, or the omission or alleged omission to state in such document a material fact required to be stated in it or necessary to make the statements in it not misleading, provided that the Company will not be liable to the extent that such loss, claim,

liability, expense or damage arises from the sale of the Shares in the public offering to any person by an Underwriter and is based on an untrue statement or omission or alleged untrue statement or omission made in reliance on and in conformity with information relating to any Underwriter furnished in writing to the Company by the Representatives on behalf of any Underwriter expressly for inclusion in the Registration Statement, any preliminary prospectus or the Prospectus, and provided further that the Company will not be liable to any Underwriter, the directors, officers, employees or agents of such Underwriter or any person controlling such Underwriter with respect to any loss, claim, liability, expense, charge or damage arising out of or based on any untrue statement or alleged untrue statement or omission or alleged omission to state a material fact in any preliminary prospectus which is corrected in the Prospectus if the person asserting any such loss, claim, liability, charge or damage purchased Shares from such Underwriter but was not sent or given a copy of the Prospectus at or prior to the written confirmation of the sale of such Shares to such Person. This indemnity agreement will be in addition to any liability that the Company might otherwise have.

(b) Each Underwriter will indemnify and hold harmless the Company, each person, if any, who controls the Company within the meaning of Section 15 of the Act or

Section 20 of the Exchange Act, each director of the Company and each officer of the Company who signs the Registration Statement to the same extent as the foregoing indemnity from the Company to each Underwriter, but only insofar as losses, claims, liabilities, expenses or damages arise out of or are based on any untrue statement or omission or alleged untrue statement or omission made in reliance on and in conformity with information relating to any Underwriter furnished in writing to the Company by the Representatives on behalf of such Underwriter expressly for use in the Registration Statement, any preliminary prospectus or the Prospectus. This indemnity will be in addition to any liability that each Underwriter might otherwise have.

(c) Any party that proposes to assert the right to be indemnified under this Section 6 will, promptly after receipt of notice of commencement of any action against such party in respect of which a claim is to be made against an indemnifying party or parties under this Section 6, notify each such indemnifying party of the commencement of such action, enclosing a copy of all papers served, but the omission so to notify such indemnifying party will not relieve it from any liability that it may have to any indemnified party under the foregoing provisions of this Section 6 unless, and only to the extent that, such omission results in the forfeiture of substantive rights or defenses by the indemnifying party. If any such action is brought

against any indemnified party and it notifies the indemnifying party of its commencement, the indemnifying party will be entitled to participate in and, to the extent that it elects by delivering written notice to the indemnified party promptly after receiving notice of the commencement of the action from the indemnified party, jointly with any other indemnifying party similarly notified, to assume the defense of the action, with counsel satisfactory to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense, the indemnifying party will not be liable to the indemnified party for any legal or other expenses except as provided below and except for the reasonable costs of investigation subsequently incurred by the indemnified party in connection with the defense. The indemnified party will have the right to employ its own counsel (including local counsel) in any such action, but the fees, expenses and other charges of such counsel will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (3) a conflict or potential conflict exists (based on advice of counsel to the indemnified party)

between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (4) the indemnifying party has not in fact employed counsel to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, in each of which cases the reasonable fees, disbursements and other charges of counsel will be at the expense of the indemnifying party or parties. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements and other charges of more than one separate firm admitted to practice in such jurisdiction (and of more than one separate firm admitted to practice in any other relevant jurisdiction) at any one time for all such indemnified party or parties. All such fees, disbursements and other charges will be reimbursed by the indemnifying party promptly as they are incurred. An indemnifying party will not be liable for any settlement of any action or claim effected without its written consent (which consent will not be unreasonably withheld). No indemnifying party shall, without the prior written consent of each indemnified party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated by this Section 6 (whether or not any

indemnified party is a party thereto), unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising or that may arise out of such claim, action or proceeding.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in the foregoing paragraphs of this Section 6 is applicable in accordance with its terms but for any reason is held to be unavailable from the Company or the Underwriters, the Company and the Underwriters will contribute to the total losses, claims, liabilities, expenses and damages (including any investigative, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted, but after deducting any contribution received by the Company from persons other than the Underwriters, such as persons who control the Company within the meaning of the Act, officers of the Company who signed the Registration Statement and directors of the Company, who also may be liable for contribution) to which the Company and any one or more of the Underwriters may be subject in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be

deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. If, but only if, the allocation provided by the foregoing sentence is not permitted by applicable law, the allocation of contribution shall be made in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing sentence but also the relative fault of the Company, on the one hand, and the Underwriters, on the other, with respect to the statements or omissions which resulted in such loss, claim, liability, expense or damage, or action in respect thereof, as well as any other relevant equitable considerations with respect to such offering. Such relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Representatives on behalf of the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 6(d) were to be determined by pro rata allocation (even if the Underwriters

were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, liability, expense or damage, or action in respect thereof, referred to above in this Section 6(d) shall be deemed to include, for purpose of this Section 6(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6(d), no Underwriter shall be required to contribute any amount in excess of the underwriting discounts received by it, and no person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 6(d) are several in proportion to their respective underwriting obligations and not joint. For purposes of this Section 6(d), any person who controls a party to this Agreement within the meaning of the Act will have the same rights to contribution as that party, and each officer of the Company who signed the Registration Statement will have the same rights to contribution as the Company, subject in each case to the provisions hereof. Any party entitled to contribution, promptly after receipt of notice

of commencement of any action against such party in respect of which a claim for contribution may be made under this Section 6(d), will notify any such party or parties from whom contribution may be sought, but the omission so to notify will not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have under this Section 6(d). No party will be liable for contribution with respect to any action or claim settled without its written consent (which consent will not be unreasonably withheld).

(e) The indemnity and contribution agreements contained in this Section 6 and the representations and warranties of the Company contained in this Agreement, or in certificates or other instruments delivered pursuant hereto, shall survive and remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriters or any of their controlling persons, (ii) acceptance of any of the Shares and payment therefor or (iii) any termination of this Agreement.

7. Termination.

The obligations of the several Underwriters under this Agreement may be terminated at any time on or prior to the Closing Date (or, with respect to the Option Shares, on or prior to the Option Closing Date), by notice to the Company from the Representatives, without liability on the part of any Underwriter to the Company, if, prior to

delivery and payment for the Shares (or the Option Shares, as the case may be), in the sole judgment of the Representatives, (i) trading in any of the equity securities of the Company shall have been suspended by the Commission, by an exchange that lists the Shares or by the National Association of Securities Dealers Automated Quotation National Market System, (ii) trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum or maximum prices shall have been generally established on such exchange, or additional material governmental restrictions, not in force on the date of this Agreement, shall have been imposed upon trading in securities generally by such exchange or by order of the Commission or any court or other governmental authority, (iii) a general banking moratorium shall have been declared by either Federal or New York State authorities or (iv) any material adverse change in the financial or securities markets in the United States or in political, financial or economic conditions in the United States or any outbreak or material escalation of hostilities or declaration by the United States of a national emergency or war or other calamity or crisis shall have occurred the effect of any of which is such as to make it, in the sole judgment of the Representatives, impracticable or inadvisable to market the Shares on the terms and in the manner contemplated by the Prospectus.

8. Substitution of Underwriters.

If any one or more of the Underwriters shall fail or refuse to purchase any of the Firm Shares which it or they have agreed to purchase hereunder, and the aggregate number of Firm Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of Firm Shares, the other Underwriters shall be obligated, severally, to purchase the Firm Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase, in the proportions which the number of Firm Shares which they have respectively agreed to purchase pursuant to Section 1 bears to the aggregate number of Firm Shares which all such non-defaulting Underwriters have so agreed to purchase, or in such other proportions as the Representatives may specify; provided that in no event shall the maximum number of Firm Shares which any Underwriter has become obligated to purchase pursuant to Section 1 be increased pursuant to this Section 8 by more than one-ninth of the number of Firm Shares agreed to be purchased by such Underwriter without the prior written consent of such Underwriter. If any Underwriter or Underwriters shall fail or refuse to purchase any Firm Shares and the aggregate number of Firm Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase exceeds one-tenth of the aggregate number of the Firm Shares and arrangements satis-

factory to the Representatives and the Company for the purchase of such Firm Shares are not made within 48 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company for the purchase or sale of any Shares under this Agreement. In any such case either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken pursuant to this Section 8 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

9. Miscellaneous.

Notice given pursuant to any of the provisions of this Agreement shall be in writing and, unless otherwise specified, shall be mailed or delivered (a) if to the Company, at the office of the Company, 20371 Irvine Avenue, Santa Ana Heights, CA 92707, Attention: Chief Financial Officer, or (b) if to the Underwriters, to the Representatives at the offices of PaineWebber Incorporated, 1285 Avenue of the Americas, New York, New York 10019, Attention: Corporate Finance Department. Any such notice shall be effective only upon receipt. Any notice under

Section 7 or 8 may be made by telex or telephone, but if so made shall be subsequently confirmed in writing.

This Agreement has been and is made solely for the benefit of the several Underwriters and the Company and of the controlling persons, directors and officers referred to in Section 6, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" as used in this Agreement shall not include a purchaser, as such purchaser, of Shares from any of the several Underwriters.

Any action required or permitted to be taken by the Representatives under this Agreement may be taken by them jointly or by PaineWebber Incorporated.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

This Agreement may be signed in two or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Agreement may not be amended or otherwise modified nor may any provision hereof be waived except by an

instrument in writing signed by the Representatives and the Company.

Please confirm that the foregoing correctly sets forth the agreement among the Company and the several Underwriters.

Very truly yours,

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

By: _____
Title:

Confirmed as of the date first above mentioned:

PAINWEBBER INCORPORATED
OPPENHEIMER & CO., INC.
STIFEL, NICOLAUS & COMPANY INCORPORATED
EVEREN SECURITIES, INC.
Acting on behalf of themselves
and as the Representatives
of the other several Under-
writers named in Schedule I
hereof.

By: PAINWEBBER INCORPORATED

By: _____
Title:

By: OPPENHEIMER & CO., INC.

By: _____
Title:

By: STIFEL, NICOLAUS & COMPANY
INCORPORATED

By: -----
Title:

By: EVEREN SECURITIES, INC.

By: -----
Title:

SCHEDULE I

UNDERWRITERS

PaineWebber Incorporated
Oppenheimer & Co., Inc.
Stifel, Nicolaus & Company Incorporated
EVEREN Securities, Inc.

2,500,000
=====

IMPERIAL CREDIT MORTGAGE HOLDINGS, INC.

PRICE DETERMINATION AGREEMENT

[DATE]

PAINWEBBER INCORPORATED
OPPENHEIMER & CO., INC.
STIFEL, NICOLAUS & COMPANY INCORPORATED
EVEREN SECURITIES, INC.

As Representatives of the
several Underwriters
c/o PaineWebber Incorporated
1285 Avenue of the Americas
New York, New York 10019

Dear Sirs:

Reference is made to the Underwriting Agreement, dated
1996 (the "Underwriting Agreement"), among Imperial Credit Mortgage Holdings,
Inc., a Maryland corporation (the "Company") and the several Underwriters named
in Schedule I thereto or hereto (the "Underwriters"), for whom PaineWebber
Incorporated, Oppenheimer & Co., Inc., Stifel, Nicolaus & Company Incorporated
and EVEREN Securities, Inc. and are acting as representatives (the
"Representatives"). The Underwriting Agreement provides for the purchase by the
Underwriters from the Company, subject to the terms and conditions set forth
therein, of an aggregate of 2,500,000 shares (the "Firm Shares") of the
Company's common stock, par value \$.01 per share. This Agreement is the Price
Determination Agreement referred to in the Underwriting Agreement.

Pursuant to Section 1 of the Underwriting Agreement, the Company agrees
with the Representative as follows:

1. The initial public offering price per share for the Firm Shares
shall be \$.

2. The purchase price per share for the Firm Shares to be paid by
the several Underwriters shall be \$ representing an amount equal to the
initial public offering price set forth above, less \$ per share.

3. Any Underwriter may allow, and any dealer may reallow, a concession, not in excess of \$__ per share, to any Underwriter or to certain other dealers.

The Company represents and warrants to each of the Underwriters that the representations and warranties of the Company set forth in Section 3 of the Underwriting Agreement are accurate as though expressly made at and as of the date hereof.

As contemplated by the Underwriting Agreement, attached as Schedule I is a completed list of the several Underwriters, which shall be a part of this Agreement and the Underwriting Agreement.

This Agreement shall be governed by the laws of the State of New York without regard to the conflict of laws principles of such State.

If the foregoing is in accordance with your understanding of the agreement among the Underwriters and the Company, please sign and return to the Company a counterpart hereof, whereupon this instrument along with all counterparts and together with the Underwriting Agreement shall be a binding agreement among the Underwriters and the Company in accordance with its terms and the terms of the Underwriting Agreement.

Very truly yours,

IMPERIAL CREDIT MORTGAGE
HOLDINGS, INC.

By: _____
Title:

Confirmed as of the date
first above mentioned:

PAINWEBBER INCORPORATED
OPPENHEIMER & CO., INC.
STIFEL, NICOLAUS & COMPANY INCORPORATED
EVEREN SECURITIES, INC.
Acting on behalf of themselves
and as the Representatives
of the other several Under-
writers named in Schedule I
hereof.

By: PAINWEBBER INCORPORATED

By: _____
Title:

By: OPPENHEIMER & CO., INC.

By: _____
Title:

By: STIFEL, NICOLAUS & COMPANY
INCORPORATED

By: _____
Title:

By: EVEREN SECURITIES, INC.

By: _____
Title:

[DATE]

PAINWEBBER INCORPORATED
OPPENHEIMER & CO., INC.
STIFEL, NICOLAUS & COMPANY INCORPORATED
EVEREN SECURITIES, INC.

As Representatives of the
several Underwriters
c/o PaineWebber Incorporated
1285 Avenue of the Americas
New York, New York 10019

Dear Sirs:

In consideration of the agreement of the several Underwriters, for which PaineWebber Incorporated, Oppenheimer & Co., Inc., Stifel, Nicolaus & Company Incorporated and EVEREN Securities, Inc. (the "Representatives") intend to act as Representatives to underwrite a proposed public offering (the "Offering") of 2,500,000 shares of Common Stock, par value \$.01 per share (the "Common Stock") of Imperial Credit Mortgage Holdings, Inc., a Maryland corporation (the "Company"), as contemplated by a registration statement with respect to such shares filed with the Securities and Exchange Commission on Form S-11 (Registration No. _____), the undersigned hereby agrees that the

undersigned will not, for a period of 120 days after the commencement of the public offering of such shares, without the prior written consent of PaineWebber Incorporated, offer to sell, sell, contract to sell, grant any option to sell, or otherwise dispose of, or require the Company to file with the Securities and Exchange Commission a registration statement under the Securities Act

of 1933 (the "Act") to register, any shares of Common Stock or securities convertible into or exchangeable for Common Stock or warrants or other rights to acquire shares of Common Stock of which the undersigned is now, or may in the future become, the "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934), other than pursuant to employee stock option plans, the Company's dividend reinvestment plan or in connection with other employee incentive compensation arrangements.

This Agreement will be governed by the laws of the State of New York without regard to the conflict of laws principles of such State.

Very truly yours,

By: _____

Print Name: _____

Form of Opinion of Counsel to
the Company and ICIFC

1. The Company and each of its Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has full power and authority to conduct all the activities conducted by it, to own or lease all the assets owned or leased by it and to conduct its business as described in the Registration Statement and the Prospectus. The Company is the sole record owner and to our knowledge the sole beneficial owner of all of the capital stock of IWLG and all of the Preferred Stock of ICIFC to the extent and as described in the Prospectus.

2. All of the outstanding shares of Common Stock and the shares of capital stock of the Subsidiaries have been, and the Shares, when paid for by the Underwriters in accordance with the terms of the Agreement will be, duly authorized, validly issued, fully paid and nonassessable and will not be subject to any preemptive or similar right under (i) the statutes, judicial and administrative decisions and the rules and regulations of the governmental agencies of the states of Maryland or California, (ii) the Company's or such Subsidiaries' charter or by-laws or (iii) any instrument, document, contract or other agreement referred to in the Registration Statement or any instrument, document, contract or agreement filed as an exhibit to the

Registration Statement. Except as described in the Registration Statement or the Prospectus, to our knowledge, there is no commitment or arrangement to issue, and there are no outstanding options, warrants or other rights calling for the issuance of, any share of capital stock of the Company or any Subsidiary to any person or any security or other instrument that by its terms is convertible into, exercisable for or exchangeable for capital stock of the Company.

3. The number of authorized, issued and outstanding capital stock of the Company is as set forth in the Registration Statement and the Prospectus under the caption "Capitalization." The description of the Common Stock and the preferred stock of ICIFC contained in the Prospectus conforms to the terms thereof contained in the charter of the Company and ICIFC, respectively, and is complete and accurate in all material respects. The form of certificate used to represent the Common Stock is in due and proper form and complies with all applicable statutory requirements.

4. The Registration Statement and the Prospectus comply in all material respects as to form with the requirements of the Act and the Rules and Regulations (except that we express no opinion as to financial statements, schedules and other financial and statistical data contained in the Registration Statement or the Prospectus).

5. To our knowledge, any instrument, document, lease, license, contract or other agreement (collectively, "Documents") required to be described or referred to in the Registration Statement or the Prospectus has been properly described or referred to therein and any Document required to be filed as an exhibit to the Registration Statement has been filed as an exhibit thereto; and no default exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any Document filed or required to be filed as an exhibit to the Registration Statement.

6. To our knowledge, except as disclosed in the Registration Statement or the Prospectus, no person or entity has the right to require the registration under the Act of shares of Common Stock or other securities of the Company or ICIFC by reason of the filing or effectiveness of the Registration Statement.

7. To our knowledge, none of the Company and any of its Subsidiaries is in violation of its charter or by-laws or in violation of, or in default with respect to, any law, rule, regulation, order, judgment or decree, except as may be described in the Prospectus or such as in the aggregate do not have a material adverse effect upon the operations, business or assets of the Company and any of the Subsidiaries, taken as a whole.

8. All descriptions in the Prospectus of statutes, regulations or legal or governmental proceedings are accurate and present in all material respects the information required to be shown, including those contained in the Prospectus under the captions "Business--Regulation," "Business--Legal Proceedings," "Certain Provisions of Maryland Law and of the Company's Charter and By-laws," "Federal Income Tax Considerations," "ERISA Investors" and "Shares Available for Future Sale."

9. The Company has full corporate power and authority to enter into the Agreement, and the Agreement has been duly authorized, executed and delivered by the Company, is a valid and binding agreement of the Company and is enforceable against the Company in accordance with the terms thereof, except for the indemnification and contribution provisions thereof, as to which we express no opinion, and except as may be limited by applicable bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and moratorium laws in effect from time to time and by equitable principles restricting the availability of equitable remedies.

10. The execution and delivery by the Company of, and the performance by the Company of its agreements in, the Agreement do not and will not (i) violate the charter or by-laws of the Company, (ii) breach or result in a default under, cause the time for performance of any obligation to

be accelerated under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its Subsidiaries pursuant to the terms or provisions of, (x) any indenture, mortgage, deed of trust, voting trust agreement, loan agreement, bond, debenture, note agreement, capital lease or other evidence of indebtedness of which we have knowledge, (y) any voting trust arrangement or any contract or other agreement that restricts the ability of the Company to issue securities and of which we have knowledge or (z) any Document filed as an exhibit to the Registration Statement, (iii) breach or otherwise violate any existing obligation of the Company under any court or administrative order, judgment or decree of which we have knowledge or (iv) violate applicable provisions of any statute or regulation in the states of California or Maryland or the United States.

11. No consent, approval, authorization or order of, or any filing or declaration with, any court or governmental agency or body is required in connection with the authorization, issuance, transfer, sale or delivery of the Shares by the Company, in connection with the execution, delivery and performance of the Agreement by the Company or in connection with the taking by the Company of any action contemplated thereby or, if so required, all such consents, approvals, authorizations and orders, have been obtained and are in full force and effect, except such as have been

obtained under the Act and the Rules and Regulations and such as may be required under state securities or Blue Sky laws or by the by-laws and rules of the NASD in connection with the purchase and distribution by the Underwriters of the Shares. All references in this opinion to the Agreement shall include the Price Determination Agreement.

12. Delivery of certificates for the Shares will transfer valid and marketable title thereto to each Underwriter that has purchased such Shares in good faith and without any notice of any adverse claim with respect thereto, except for any defects therein resulting solely from any action taken by an Underwriter.

13. None of the Company and any of its Subsidiaries is, and if operated in the manner described in the Prospectus under the caption "Business" will be, (i) an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act or (ii) a "broker" within the meaning of Section 3(a)(4) of the Exchange Act or a "dealer" within the meaning of Section 3(a)(5) of the Exchange Act or required to be registered pursuant to Section 15(a) of the Exchange Act.

14. The Shares have been duly authorized for listing by the American Stock Exchange upon official notice of issuance.

We hereby confirm to you that we have been advised by the Commission that the Registration Statement has become effective under the Act and that no order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose has been instituted or is threatened, pending or contemplated.

We hereby further confirm to you that there are no actions, suits, proceedings or investigations pending or, to our knowledge, overtly threatened in writing against the Company or any of its Subsidiaries or any of their respective officers or directors in their capacities as such, before or by any court, governmental agency or arbitrator which (i) seek to challenge the legality or enforceability of the Agreement, (ii) seek to challenge the legality or enforceability of any of the Documents filed, or required to be filed, as exhibits to the Registration Statement, (iii) seek damages or other remedies with respect to any of the Documents filed, or required to be filed, as exhibits to the Registration Statement, (iv) except as set forth in or contemplated by the Registration Statement and the Prospectus, seek money damages from the Company or any of its Subsidiaries in excess of \$1,000,000 or seek to impose criminal penalties upon the Company, any of its Subsidiaries or any of their respective officers or directors in their capacities as such and of which we have knowledge or (v) seek to enjoin any of the business

activities of the Company or any of its Subsidiaries or the transactions described in the Prospectus and of which we have knowledge.

We have participated in the preparation of the Registration Statement and the Prospectus and, without assuming any responsibility for the accuracy, completeness and fairness of the statements contained in the Registration Statement or the Prospectus or any amendment or supplement thereto, nothing has come to our attention that causes us to believe that, both as of the Effective Date and as of the Closing Date and the Option Closing Date, the Registration Statement, or any amendment thereto, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that any Prospectus or any amendment or supplement thereto, at the time such Prospectus was issued, at the time any such amended or supplemented Prospectus was issued, at the Closing Date and the Option Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made not misleading (except that we express no opinion as to financial statements, schedules and other financial or statistical data contained in the Registration Statement or the Prospectus).

In rendering the foregoing opinion, counsel may rely, to the extent they deem such reliance proper, on the opinions (in form and substance reasonably satisfactory to Underwriters' counsel) of other counsel reasonably acceptable to Underwriters' counsel as to matters governed by the laws of jurisdictions other than the United States and the State of California, and as to matters of fact, upon certificates of officers of the Company and of government officials; provided that such counsel shall state that the opinion of any other counsel is in form satisfactory to such counsel and, in such counsel's opinion, such counsel and the Representatives are justified in relying on such opinions of other counsel. Copies of all such opinions and certificates shall be furnished to counsel to the Underwriters on the Closing Date.

[LETTERHEAD OF FRESHMAN, MARANTZ, ORLANSKI, COOPER & KLEIN]

May 29, 1996

Imperial Credit Mortgage Holdings, Inc.
20371 Irvine Avenue
Santa Ana Heights, CA 92707

Re: Imperial Credit Mortgage Holdings, Inc.
Registration Statement on Form S-11,
SEC File No. 333-04011

Dear Sir/Madam:

At your request, we have examined the Registration Statement on Form S-11 (File No. 333-04011) of Imperial Credit Mortgage Holdings, Inc., a Maryland corporation (the "Company"), together with Amendment No. 1, the latter of which was filed on May 29, 1996 thereto (the "Registration Statement"), exhibits filed or to be filed in connection therewith and the form of prospectus contained therein, which you have filed with the Securities and Exchange Commission ("SEC") in connection with the registration of 2,500,000 shares of Common Stock \$.01 par value per share (the "Common Stock"), of the Company of which up to 375,000 shares may be purchased to cover over-allotments, if any (the "Option Stock")(together, the Common Stock and the Option Stock are the "Shares"). The Shares are to be sold to Paine Webber Incorporated, Oppenheimer & Co., Inc., Stifel, Nicolaus & Company Incorporated, and EVERN Securities, Inc. as the representatives of the several underwriters (the "Underwriters") pursuant to an underwriting agreement to be entered into by and among the Company and the Underwriters (the "Underwriting Agreement").

This opinion is delivered in accordance with the requirements of Item 601(b) (5) of Regulation S-K under the Securities Act of 1933, as amended.

For purposes of this opinion, we have examined such matters of law and originals, or copies, certified or otherwise, identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, photostatic or conformed copies, and the authenticity of the originals of all such latter documents. We have also assumed the due execution and delivery of all documents where due execution and delivery are prerequisites to the effectiveness thereof. We have relied upon certificates of public officials and certificates of officers of the Company for the accuracy of material, factual matters contained therein which were not independently established.

Based upon the foregoing and all other instruments, documents and matters examined for the rendering of this opinion, it is our opinion that:

(1) subject to effectiveness of the Registration Statement with the SEC (such Registration Statements as amended and finally declared effective, and the form of Prospectus contained therein or subsequently filed pursuant to Rule 430A or 424 under the Securities Act of 1933, as amended, being hereinafter referred to as the "Registration Statement" and the "Prospectus", respectively) and to registration or qualification under the securities laws of the states in which the securities may be sold, upon the sale and issuance of the Shares in the manner referred to in the Registration Statement and in accordance with the terms of the Underwriting Agreement, and upon payment therefor, the Shares will be legally issued, fully paid and nonassessable shares of the Common Stock of the Company.

With respect to the opinion set forth above, we have relied upon the opinion of Ballard Spahr Andrews & Ingersoll, dated the date hereof, a copy of which has been delivered to you, as to matters of Maryland law.

We express no opinion as to the applicability or effect of any laws, orders or judgments of any state or jurisdiction other than federal securities laws and the substantive laws of the State of California. Further, our opinion is based solely upon existing laws, rules and regulations, and we undertake no obligation to advise you of any changes that may be brought to our attention after the date hereof.

We consent to the use of our name under the caption "Legal Matters", in the Prospectus, constituting part of the Registration Statement, and to the filing of this opinion as an exhibit to the Registration Statement.

By giving you this opinion and consent, we do not admit that we are experts with respect to any part of the Registration Statement or Prospectus within the meaning of the term "expert" as used in Section 11 of the Securities Act of 1933, as amended, or the rules and regulations promulgated thereunder by the SEC, nor do we admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

FRESHMAN, MARANTZ, ORLANSKI, COOPER & KLEIN

[Letterhead of Ballard Spahr Andrews & Ingersoll]

FILE NUMBER
776257

May 29, 1996

Imperial Credit Mortgage Holdings, Inc.
20371 Irvine Avenue
Santa Ana Heights, California 92707

Re: Registration Statement on Form S-11
Registration No. 333-04011

Ladies and Gentlemen:

We have served as Maryland counsel to Imperial Credit Mortgage Holdings, Inc., a Maryland corporation (the "Company"), in connection with certain matters of Maryland law arising out of the registration of 2,875,000 shares of Common Stock, \$.01 par value per share, of the Company (the "Shares") (including 375,000 shares pursuant to an over-allotment option granted to the underwriters), covered by the above-referenced Registration Statement, and all amendments thereto (the "Registration Statement"), under the Securities Act of 1933, as amended (the "1933 Act"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Registration Statement.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"):

1. The Registration Statement and the related form of final prospectus included therein in the form in which it was transmitted to the Securities and Exchange Commission under the 1933 Act;
2. The charter of the Company, certified as of a recent date by the State Department of Assessments and Taxation of Maryland (the "SDAT");

3. The Bylaws of the Company, certified as of a recent date by its Secretary;

4. Resolutions adopted by the Board of Directors and stockholders of the Company relating to the sale, issuance and registration of the Shares, certified as of a recent date by the Secretary of the Company;

5. The form of certificate representing a Share;

6. A certificate of the SDAT as to the good standing of the Company, dated May 29, 1996;

7. A certificate executed by Richard J. Johnson, Secretary of the Company, dated May 29, 1996;

8. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth in this letter, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed, and so far as is known to us there are no facts inconsistent with, the following:

1. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding.

2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.

3. Each individual executing any of the Documents is legally competent to do so.

4. All Documents submitted to us as originals are authentic. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all such Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All statements and information contained in the Documents are true and complete. There are no oral or written modifications or amendments to the Documents, by action or conduct of the parties or otherwise.

The phrase "known to us" is limited to the actual knowledge, without independent inquiry, of the lawyers at our firm who have performed legal services in connection with the issuance of this opinion.

Based upon the foregoing and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT.

2. The Shares have been duly and validly authorized and, when and if delivered against payment therefor in accordance with the resolutions of the Board of Directors of the Company authorizing their issuance, will be duly and validly issued, fully paid and nonassessable.

The foregoing opinion is limited to the laws of the State of Maryland and we do not express any opinion herein concerning any other law. We express no opinion as to compliance with the securities (or "blue sky") laws or the real estate syndication laws of the State of Maryland.

We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you solely for submission to the Securities and Exchange Commission as an exhibit to the Registration Statement and, accordingly, may not be relied upon by, quoted in any manner to, or delivered to any other person or entity (other than Freshman, Marantz, Orlanski, Cooper & Klein, counsel to the Company, and Latham & Watkins, tax counsel to the Company) without, in each instance, our prior written consent.

Imperial Credit Mortgage Holdings, Inc.
May 29, 1996
Page 4

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1993 Act.

Very truly yours,

Ballard Spahr Andrews & Ingersoll

[LETTERHEAD LATHAM & WATKINS]

May 29, 1996

Imperial Credit Mortgage Holdings, Inc.
20371 Irvine Avenue
Santa Ana Heights, California 92707

Re: Registration Statement on Form S-11

Ladies and Gentlemen:

We have acted as tax counsel to Imperial Credit Mortgage Holdings, Inc., a Maryland corporation (the "Company"), in connection with the sale by the company of up to 2,875,000 shares of common stock ("Common Stock"), par value \$.01 per share of the Company, pursuant to a registration statement on Form S-11 under the Securities Act of 1933, as amended, filed with the Securities and Exchange Commission on May 29, 1996 (such registration statement, as amended at the time it became effective, the "Registration Statement"). You have requested our opinion concerning certain of the federal income tax consequences to the Company and the purchasers of Common Stock in connection with the sale described above.

This opinion is based on various facts and assumptions. In addition, this opinion is based upon the factual representations of the Company concerning its business and assets as set forth in the Registration Statement.

As tax counsel to the Company, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments as we have deemed necessary or appropriate for purposes of this opinion.

We are opening herein as to the the effect on the subject transaction only of the federal income tax laws of the United States and we express no opinion with respect to the applicability thereto, or the effect thereon, of other federal laws, the laws of any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

Based on such facts, assumptions and representations, it is our opinion that the statements in the Registration Statement set forth under the caption "Federal Income Tax Considerations" to the extent such information constitutes matters of law, summaries of legal matters, or legal conclusions, have been reviewed by us and are accurate in all material respects.

No opinion is expressed as to any matter not discussed herein.

This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those described above may affect the conclusions stated herein.

This opinion is rendered only to you and is solely for your use in connection with the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the captions "Federal Income Tax Considerations" and "Legal Matters" in the Registration Statement. This opinion may not be relied upon by you for any other purpose, or furnished to, quoted to, or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Very truly yours,

LATHAM & WATKINS

SERVICING AGREEMENT

by and between

Imperial Credit Mortgage Holdings, Inc.

and

ICI Funding Corporation

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SERVICING AGREEMENT

THIS SERVICING AGREEMENT, entered into as of this day of

November, 1995, is made effective as of the effective date of the initial public offering of Common Stock on a Registration Form S-11 of Imperial Credit Mortgage Holdings, Inc., a Maryland corporation (the "Company"), by and between the Company and ICI Funding Corporation, a California corporation (the "Servicer").

WHEREAS, the Company and the Servicer desire that the Servicer service certain of the Mortgage Loans owned by the Company;

WHEREAS, the Servicer is engaged in the business of servicing Mortgage Loans for investors; and

WHEREAS, the Company and the Servicer desire to execute this Agreement to define the rights, duties and obligations of the Servicer to the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows;

1. Definitions. Whenever used in this Agreement, the following words

and phrases, unless the context otherwise requires, shall have the following meanings:

"Agreement" means this Servicing Agreement, as same may be amended from time to time.

"Appraisal" means an appraisal of a Residence conducted in accordance with generally accepted standards by a Qualified Appraiser.

"Appraised Value" means the value of a Residence as determined through an Appraisal.

"Assumption and Release Agreement" means a written agreement entered into pursuant to paragraph 3(m) hereof.

"Business Day" means any day of the week other than Saturday, Sunday or a day which shall be in the State of

California a legal holiday or a day on which banking institutions in the State of California are authorized or obligated by law of executed to close.

"Commitment" means the document pursuant to which the Company has agreed to purchase Mortgage Loans from the Servicer.

"Company Designee" means the person or entity designated by the Company from time to time to perform, or assist in the performance of, certain of the Company's duties and obligations under this Agreement.

"Conforming Mortgage Loan" means any Mortgage Loan that qualifies for purchase by government-sponsored entities such as FNMA and FHLMC.

"Conventional Mortgage Loan" means a Mortgage Loan which is not insured by the FHA or guaranteed by the VA.

"Curtailments and Prepaid Installments Report" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(f) hereof.

"Custodial Account" means a non-interest bearing account maintained by the Servicer pursuant to paragraph 3(c) hereof, into which all Revenues shall be deposited.

"Debtor Relief Laws" means any applicable liquidation, conservatorship, bankruptcy, insolvency, rearrangement, moratorium, reorganization or similar debtor or relief laws affecting the rights of creditors generally from time to time in effect.

"Defective Mortgage Loan" shall mean any Mortgage Loan required to be purchased pursuant to Section 5.

"Escrow Account" means an account maintained by the Servicer pursuant to paragraph 3(c) hereof, into which all Escrow Payments shall be deposited.

"Escrow Payments" means all moneys collected, or required hereunder to be collected, by the Servicer to obtain or maintain mortgage insurance and fire, flood and other hazard insurance or for payment of fees, assessments or taxes or other

governmental or similar charges customarily required to be escrowed with respect to Mortgage Loans or Residences.

"Expense Advance" means an advance of funds, other than a Monthly Advance, required hereunder to be made by the Servicer which in the judgement of the Company is an appropriate expenditure made or to be made by the Servicer in connection with the performance of its duties to service the Mortgage Loans, including advances to pay all reasonable expenditures related to foreclosure proceedings, all reasonable expenditures related to the defense of any lawsuit to defend title to any property acquired as a result of a foreclosure and all expenses incurred in making repairs to any property subject to a Mortgage, all advances by the Servicer due to deficiencies in the amount of Escrow Payments received by the Servicer and all other advances to pay expenses for any other purposes, but excluding those advances described in paragraph 4(b)(ii) hereof.

"FDIC" means the Federal Deposit Insurance Corporation, or any successor thereto.

"FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America, or any successor thereto.

"FHA Insurance" means insurance on mortgage loans presently issued by the FHA under the National Housing Act of 1934, as amended.

"FHLMC" means the Federal Home Loan Mortgage Corporation, or any successor thereto.

"Flood Insurance Policy" means a policy of insurance issued by the Department of Housing and Urban Development of the United States of America pursuant to the National Flood Insurance Act of 1968, as amended, or any other policy conforming to FNMA requirements and providing similar coverage against loss sustained by floods.

"FNMA" means the Federal National Mortgage Association, or any successor thereto.

"Foreclosure Remittance Summary" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(c) hereof.

"GNMA" means the Government National Mortgage Association, or any successor thereto.

"Government Obligations" means direct general obligations of, or obligations, the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America.

"ICIFC" means ICI Funding Corporation, a California corporation.

"Insurance Proceeds" means payments received with respect to the Mortgage Loans under any insurance policy required to be maintained under this Agreement.

"Law" or "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of the United States, or any agency thereof, or any state, or political subdivision or any agency thereof, or any court of competent jurisdiction.

"Liquidation Proceeds" means amounts (other than Insurance Proceeds) received in connection with the liquidation of defaulted Mortgage Loans, whether through a trustee's sale, foreclosure sale, condemnation, taking under power of eminent domain, conveyance in lieu of foreclosure or condemnation, or otherwise.

"Liquidation Schedule" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(c) hereof.

"Loan Purchase and Administrative Services Agreement" means an agreement between the Company and ICIFC which, among other things, provides for ICIFC's monitoring and administering of the servicing of Mortgage Loans by the Servicer on behalf of the Company.

"Loan Servicing Guidelines" means, with respect to Conforming Mortgage Loans, the guidelines established by FNMA and FHLMC for the servicing of Conforming Mortgage Loans which are eligible for sale to FNMA and FHLMC, as the same may be amended from time to time and as may be modified by the Company in connection with those Non-Conforming Mortgage Loans which are not eligible for sale to FNMA and FHLMC.

"Monthly Advance" means with respect to any calendar month, the aggregate amount of payments of principal and interest on the Mortgage Loans which were due and payable on or before the first day of such month and which were delinquent as of the close of business on the Business Day next preceding the Remittance Date of such month (excluding from delinquent interest an amount equal to the lesser of the amount of delinquent interest or the related Servicing Fee), less any portion thereof which, if advanced, would constitute a Nonrecoverable Advance.

"Mortgage" means the instrument securing a Mortgage Loan which creates a first lien on a Residence, subject only to Permitted Encumbrances, and which shall be in the form prescribed from time to time by the Company.

"Mortgage Documents" means the documents pertaining to a particular Mortgage Loan.

"Mortgage Loan" means any Conforming Mortgage Loan or Non-Conforming Mortgage Loan evidenced by a Mortgage Note which is secured by the related Mortgage for (i) financing the purchase by the Mortgagor of a Residence, or (ii) if permitted by the Company, the refinancing of existing indebtedness secured by the Residence, and which loan, in either case, has been purchased by the Company and serviced under this Agreement.

"Mortgage Note" means the promissory note executed by a Mortgagor to evidence such Mortgagor's obligation to repay the Mortgage Loan which shall, in the case of a Conventional Mortgage Loan, be in the form prescribed from time to time by the Company.

"Mortgagor" means the obligor(s) on a Mortgage Note, and/or a subsequent owner of a Residence who has acquired same and assumed the Mortgage Loan pursuant to paragraph 3(m) hereof.

"New Loans Report" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(f) hereof.

"Non-Conforming Mortgage Loan" means any mortgage loan that does not qualify for purchase by government-sponsored entities such as FNMA and FHLMC.

"Nonrecoverable Advance" means any advance of funds which, in the good faith judgement of the Servicer with the con-

currence of the Company, will not ultimately be recoverable by the Servicer from Insurance Proceeds, Liquidation Proceeds, the Mortgagor or otherwise.

"Officer" means any duly authorized officer of the Servicer involved in, or responsible for, the servicing of the Mortgage Loans whose name appears on a list furnished to the Company by the Servicer, as such list may be amended from time to time.

"Permitted Encumbrances" means the liens resulting from current real property taxes and assessments and only those covenants, conditions and restrictions, rights of way, easements and other exceptions which are accepted by FNMA and FHLMC on Mortgage Loans sold to GNMA or FHLMC and which are customarily acceptable to lending institutions generally or to which like properties are commonly subject and which do not materially affect the value or marketability of the Residences.

"Primary Mortgage Insurance Policy" means a policy of mortgage guaranty insurance issued by a Qualified Mortgage Insurer.

"Principal Prepayment" means any Mortgagor payment or other recovery of principal on a Mortgage Loan which is not applied by the Servicer during the month of receipt to a scheduled payment under the Mortgage Loan and the portion of any Insurance Proceeds, Liquidation Proceeds or other collections representing similar payments.

"PUD" means a parcel of real property which contains buildings or other improvements owned and maintained by a homeowner's association, corporation or trust of the benefit of Mortgagors which own individual residential units on such parcel of land and such association, corporation or trust requires automatic, nonseverable ownership by each owner and impose mandatory assessments on all such owners for the maintenance and for the common use and enjoyment of all such owners.

"Qualified Appraiser" means an appraiser who would be used by the Servicer of the origination of a residential mortgage loan.

"Qualified Mortgage Insurer" means a private mortgage insurer specified in the Loan Servicing Guidelines.

"Qualified Standard Hazard Insurer" means an insurer issuing a standard hazard insurance policy insuring a Residence, which insurer is licensed and qualified to do business in the state where the Residence is located and is an approved or acceptable insurer for mortgage loans which are sold to or serviced for FNMA and FHLMC.

"Remittance Date" means the 18th day of each calendar month.

"Representations and Warranties" means the representations and warranties required by FNMA and FHLMC to be made by Servicer with respect to Mortgage Loans eligible for sale to such entities, as the same may be amended from time to time, and as may be modified by the Company in connection with Non-Conforming Mortgage Loans which are not eligible for sale to FNMA and FHLMC.

"Residence" means a single family (one to four units) residential house or PUD.

"Revenues" means all moneys received by the Servicer representing principal and interest payments on Mortgage Loans, including Principal Prepayments, together with interest thereon at the rate specified in the Mortgage Note to the date of prepayment (excluding, however, prepayment penalties, which are deemed to be the property of the Company), Insurance Proceeds, condemnation proceeds or proceeds received in connection with a taking under power of eminent domain or a conveyance in lieu of condemnation and Liquidation Proceeds.

"Sales price" means, with respect to a Residence, the price at which such Residence was sold.

"Servicer Delinquency Report" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(f) hereof.

"Servicer Foreclosure Recommendation" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(e) hereof.

"Servicer Foreclosure Status Report" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(c) hereof.

"Servicer Remittance Reconciliation" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(c) hereof.

"Servicing Fee" means a fee which may be retained by the Servicer with respect to each Mortgage Loan as provided in paragraph 4(a) hereof, in a monthly amount of not less than 25 basis points or greater than 50 basis points of the outstanding principal balance of such Mortgage Loan on the day prior to each scheduled monthly payment date or such amount as is allowable by any nationally recognized statistical rating agency rating the mortgage collateralized bonds proposed to be secured by such Mortgage Loans. Servicing fees will [generally] be as follows: (i) fixed rate servicing will be 25 basis points, (ii) adjustable rate servicing will be 37.5 basis points and (iii) "B" and "C" mortgage loans will be 50 basis points.

"Standard Hazard Insurance Policy" means a hazard insurance policy required to be maintained with respect to each Mortgage Loan pursuant to paragraph 3(g) hereof.

"Trial Balance" means the report, in the form prescribed from time to time by the Company, to be provided by the Servicer pursuant to paragraph 3(f) hereof.

"VA" means the Veterans Administration of the United States of America, or any successor thereto.

"VA Guaranty" means a guaranty of a mortgage loan by the VA under the Servicemen's Readjustment Act of 1944, as amended.

2. Servicing Documents.

(a) Possession of Mortgage Loan Files. The Company shall deliver, or

cause to be delivered, to the Servicer those documents reasonably requested by the Servicer of each Mortgage Loan the Company desires the Servicer to service under this Agreement, not less than 15 days prior to the date the next payment under such Mortgage Loan is due. The Servicer shall review the documents upon receipt thereof to determine whether they are sufficient for the Servicer to perform its obligations hereunder and shall promptly notify the Company of any deficiency. The Servicer may microfilm all or any part of each Mortgage Loan file including, without limitation, copies of any

insurance policies. The contents of each Mortgage Loan file delivered to the Servicer are and shall be held by the Servicer for the benefit of the Company as the owner thereof for the sole purpose of servicing the related Mortgage Loan, and such retention by the Servicer is in a custodial capacity only. The ownership of each Mortgage Note, the Mortgage and the other contents of the related Mortgage Loan file is vested in the Company and the ownership of all records and documents with respect to the related Mortgage Loan prepared by or which come into the possession of the Servicer shall immediately vest in the Company and shall be retained and maintained by the Servicer at the will of the Company in such custodial capacity only. The Servicer's records shall be appropriately marked to clearly reflect the ownership of the related Mortgage Loan by the Company. The Servicer shall release its custody of the consents of any Mortgage Loan file only in accordance with written instructions from the Company, except that where such release is required as incidental to the Servicer's servicing of the Mortgage Loans or is in connection with a repurchase of a Defective Mortgage Loan, such written instructions shall not be required. In addition, the Servicer shall destroy or redeliver to the Company all documents comprising each Mortgage Loan file, whether in microfilm form or otherwise, as directed by the Company.

(b) Books and Records. Record title in the name of the Servicer to

each Mortgage and the related Mortgage Note shall be retained by the Servicer for the sole purpose of facilitating the servicing of the Mortgage Loans. All rights arising out of the Mortgage Loans including, but not limited to, all funds received on or in connection with a Mortgage Loan shall be received and held by the Servicer for the benefit of the Company as the owner of the Mortgage Loans.

(c) Cooperation; Release of Mortgage Loan Files. Upon the payment in

full of any Mortgage Loan, or the receipt by the Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Servicer will immediately notify the Company by a certification (which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment have been or will be so received) and shall request delivery to it of the related Mortgage Loan file to the extent that the Servicer does not already have possession of all documents in such file. The Company agrees, upon receipt of such certification and request, promptly to release the related Mortgage Loan

file to the Servicer. Upon any such payment in full, the Servicer is authorized to execute an instrument of satisfaction regarding such Mortgage or to procure from the trustee under the deed of trust which secured the Mortgage Note a deed of full reconveyance covering the property encumbered by such deed of trust, as the case may be, which instrument of satisfaction or deed of reconveyance shall be recorded by the Servicer if required by Law and be delivered to the person or persons entitled thereto. The Company agrees from time to time and as appropriate for the servicing or foreclosure of any Mortgage Loan, upon request of the Servicer and delivery to the Company of a trust receipt, to release the related Mortgage Loan file to the Servicer and execute such documents as shall be necessary to the prosecution of any proceedings relating to the servicing or foreclosure of any Mortgage Loan. Such trust receipt shall obligate the Servicer to return the Mortgage Loan file to the Company when the need therefor by the Servicer no longer exists unless the Mortgage Loan shall be liquidated, in which case, upon receipt of a certificate of the Servicer similar to that hereinabove specified, the trust receipt shall be released to the Servicer.

3. General Duties of the Servicer. The Servicer acknowledges that

all servicing rights to the Mortgage Loans serviced hereunder belong to the Company. The parties agree that, subject to the provisions of paragraphs 3(1), 6 and 7 hereof, the Servicer shall service the Mortgage Loans, in the manner and on the terms and conditions specified in the Commitment relating to such Mortgage Loans and as set forth below:

(a) Power and Authority. The Servicer shall have full power and

authority, acting alone, to do and perform any and all things which it may deem necessary or desirable to carry out its servicing responsibilities hereunder, unless contrary to the express provisions of this Agreement. It is understood and agreed that the Servicer shall perform its duties as an independent contractor and not as an agent or regular employee of the Company; that the Servicer shall use its own equipment and employees; that the Servicer shall exercise control over the details of its work; and that the Servicer shall be free to pursue other job opportunities in its field. The Servicer shall have no authority expressed or implied, to act in any manner or by any means, for or on behalf of the Company in its capacity as Servicer, except as expressly set forth in this Agreement.

(b) Standards of Servicing.

(i) The Servicer agrees to service, as required hereunder, the Mortgage Loans in accordance with the Loan Servicing Guidelines, which are incorporated by reference as though set forth in full herein, and this Agreement. The Servicer agrees that the Company may modify the Loan Servicing Guidelines from time to time and that after notification to the Servicer of any such modifications, the Servicer will comply with the Loan Servicing Guidelines as so modified, but in no event will the Loan Servicing Guidelines be modified so as to make Conforming Mortgage Loans, which would otherwise be eligible, ineligible for sale to FNMA and FHLMC.

(ii) The Servicer shall perform all services and duties with respect to the Mortgage Loans in accordance with the standards of practice, diligence, prudence and competence maintained by the mortgage banking industry in the servicing of mortgage loans, to the extent such standards are not contrary to the Loan Servicing Guidelines or this Agreement. At all times while the Servicer is servicing Mortgage Loans under this Agreement the Servicer shall maintain adequate facilities to perform its obligations in accordance with such standards, including, but not limited to, the ability to generate complete and accurate servicing reports.

(iii) The Company may enter into agreements from time to time, such as the Loan Purchase and Administrative Services Agreement, to provide for the monitoring and administering of the servicing of Mortgage Loans by the Servicer under this Agreement and other servicers under similar agreements as set forth in Section 3(1) hereof.

(c) Collection of Revenues and Escrow Payments.

(i) The Servicer shall instruct each Mortgagor that checks, money orders or other remittances in payment of his Mortgage Loan must be paid to the order of the Servicer servicing such Mortgage Loans. All moneys collected by the Servicer pertaining to the Mortgage Loans may be deposited temporarily into a clearing account maintained by the Servicer. Within one Business Day, the Servicer, after deduction of its Servicing Fee, shall with-

draw from the clearing account all amounts representing Escrow Payments which shall be applied in accordance with Section 3 (c)(vi), and all amounts representing Revenues received by the Servicer on behalf of the Company in accordance with the terms of this Agreement which shall be promptly deposited in a Custodial Account, subject to withdrawal on demand of the Company at any time. The deposits in such Custodial Account as well as any clearing account shall be fully insured by the FDIC.

(ii) The Servicer shall remit by wire to the Company, on or before the Remittance Date, all amounts in the Custodial Account plus an amount equal to the Monthly Advance, if any, except that: (A) any Principal Prepayments and any prepayment of interest which represent scheduled future monthly installments of principal and interest may be retained in the Custodial Account and may be remitted by the Servicer as if they were received on the scheduled due dates of such installments; (B) any Insurance Proceeds shall be held in the Custodial Account pending the determination of whether such moneys shall be applied to the repair of the related property or constitute Principal Prepayments; (C) any other amounts representing Principal Prepayments together with interest thereon at the rate specified in the Mortgage Note through the last day of the month of receipt, shall be remitted immediately upon receipt of such Principal Prepayments or, at the option of the Company, on the Remittance Date in the month following the month of receipt of such Principal Prepayments; and (D) prior to making the monthly remittance to the Company, the Servicer may, subject to its rights to retain late payment charges in accordance with Paragraph 4(a), withdraw any amounts from the Custodial Account representing late payments of principal and interest with respect to which the Servicer has made a Monthly Advance or representing late payment penalties collected by the Servicer, which funds shall be released from the terms and provisions of this Agreement and may be retained by the Servicer. If the Remittance Date is not a Business Day, the Servicer shall make its remittance on the next preceding Business Day.

(iii) The Servicer must make all Monthly Advances. In the event that the Servicer excludes any amount from a Monthly Advance on the grounds that inclusion of such amount would constitute a Nonrecoverable Advance,

the Servicer shall indicate in writing the reasons therefor and shall provide such writing to the Company with its Servicer Remittance Reconciliation. The Company shall provide written notice to the Servicer if the Company does not agree with the Servicer that such amount would constitute a Nonrecoverable Advance. If the Company's notice indicates disagreement with the Servicer's determination, the Servicer shall advance additional amounts as indicated by the Company on or before the next Remittance Date. If the Servicer fails to make such additional advance, or any portion thereof, on or before the next Remittance Date, the Company shall terminate all of the Servicer's rights and obligations under this Agreement as provided in paragraph 7 hereof.

(iv) After making any Monthly Advance, the Servicer may submit a request to the Company for reimbursement therefor. If the Servicer (A) fails to remit any scheduled payment of principal and/or interest on the grounds that such remittance would constitute a Nonrecoverable Advance or obtains payment with respect to an amount of principal and/or interest from Insurance Proceeds or Liquidation Proceeds and (B) also receives payment thereof from the Mortgagor or otherwise, the Servicer shall immediately forward to the Company the amount of the payment received from the Mortgagor or other source.

(v) The Servicer shall provide the Company (A) for each payment of a Mortgage Loan in full by the Mortgagor, through foreclosure or otherwise, with a Liquidation Schedule and, if applicable, a Foreclosure Remittance Summary and (B) with a Servicer Remittance Reconciliation on or before the fifth Business Day of each calendar month.

(vi) All moneys received as Escrow Payments by the Servicer shall be held by the Servicer for the benefit of the Company and the applicable Mortgagor and, after an initial deposit into its clearing account in accordance with paragraph 3(c)(i), shall be held by the Servicer in the Escrow Account, consisting of such account or accounts as the Servicer is required to maintain for like payments made with respect to Mortgages which are being serviced for FNMA or FHLMC, pending application of such moneys pursuant to paragraph 3(d) hereof. The Servicer shall maintain a record

of the source of each Escrow Payment and the total of such payments on deposit from each Mortgagor. The Escrow Account shall be an account or accounts fully insured by the FDIC. Interest earned, if any, on the Escrow Payments held by the Servicer shall not be required to be paid or credited to the Mortgagor unless required by Law.

(d) Collection of Taxes, Assessments and Similar Items. The Servicer

shall hold for the benefit of the Company and the respective Mortgagors for which it services Mortgage Loans hereunder all moneys received by it representing Escrow Payments. The Servicer shall, from time to time, obtain bills for all such items and effect payments thereof with checks drawn on the Escrow Account maintained by it, prior to the applicable penalty or termination date. In the event that any Mortgagor's Escrow Account is insufficient for a payment required to be made from such account, the Servicer shall make an Expense Advance by depositing into the Escrow Account moneys sufficient to cause the required payment to be made. All moneys advanced by the Servicer for payment of any item for which an escrow is required under the Mortgage shall be added to the amount owing under the Mortgage Loan and may be recovered by the Servicer from the Mortgagor in the manner provided in the Loan Servicing Guidelines. The Servicer shall maintain adequate records of proof of payment of all such items. In case of a refund of a premium on a prepaid insurance policy, such refund shall be credited to the Mortgagor's Escrow Account except with respect to a cancellation, termination or transfer of such policy in which case the premium shall be refunded to the Mortgagor.

(e) The Servicer to Conduct Foreclosures. The Servicer shall be

responsible for determining the necessity of instituting foreclosure action with respect to any Mortgage Loan which it is servicing. The Servicer shall submit its recommendation, accompanied by a Servicer Foreclosure Recommendation, to the Company, at such time as, in the opinion of the Servicer, foreclosure of a Mortgage Loan shall be necessary. If the Company approves of such recommendation, the Company will notify the Servicer, and the Mortgage Documents shall be released by the Company to the Servicer upon request therefor. The Servicer shall, within 21 days following any such release by the Company of the Mortgage Documents, either complete the foreclosure and liquidation of the Mortgage Loan as provided in this Agreement, or return the Mortgage Note to the Company. All foreclosures shall be conducted by the Servicer in accordance with the Loan

Servicing Guidelines, this Agreement and all requirements of FHA, VA or any other insurance or guarantor providing insurance on or a guaranty of such Mortgage Loan. The Servicer shall select the counsel to conduct foreclosure, subject to the right of the Company to notify the Servicer that any particular counsel is unacceptable. The Servicer shall take such action as is appropriate during the foreclosure to maintain the mortgaged property in as good a condition as it was when foreclosure proceedings commenced, ordinary wear and tear accepted, and subject to the Loan Servicing Guidelines, shall assist the Company in preserving, rehabilitating and/or selling any property received through a foreclosure action, upon request by the Company, and, to the extent necessary, in retaining an independent contractor to manage such property after foreclosure. In the event that the Company rejects the Servicer's recommendation, the Servicer shall continue to service the Mortgage Loan in accordance with the delinquency procedures under the Loan Servicing Guidelines.

(f) Delinquency and Special Reports. On or before the fifth Business

Day of each month, the Servicer shall provide to the Company a Servicer Delinquency Report which shall report each Mortgage Loan which was, as of the last day of the preceding month, delinquent. The Servicer shall also provide the Company with a Servicer Foreclosure Recommendation/Individual Delinquency Report as to each Mortgage Loan which was, as of the last day of the preceding month, delinquent for 60 days or more, reporting the Servicer's recommendation, if any. On or before the fifth Business Day of each month, the Servicer shall also provide to the Company a New Loans Report, a Curtailments and Prepaid Installments Report and a Servicer Foreclosure Status Report which shall report, with respect to each Mortgage Loan which is in foreclosure proceedings, the progress and anticipated timing for consummation of such proceedings. In addition, on or before the fifth Business Day of each month, the Servicer shall provide to the Company: (A) the Trial Balance of the Mortgage Loans and of the Escrow Payments relating to the Mortgage Loans held by the Servicer in each Custodial Account and Escrow Account, respectively; (B) a reconciliation of the Servicer's Custodial Account and Escrow Account; and (C) a copy of the most recent statement for each Custodial Account and Escrow Account rendered by the institution with whom such accounts are maintained. The Servicer shall also provide to the Company, and such other persons as may from time to time be designated by the Company to receive same, such other reports or information

regarding the Mortgage Loans being serviced by the Servicer hereunder as may be reasonably requested by any of them.

(g) Maintenance of Standard Hazard Insurance. The Servicer shall

require that each Mortgagor obtain and maintain for each Mortgage Loan a Standard Hazard Insurance Policy and, where necessary, a Flood Insurance Policy on the Residence which is issued by a Qualified Standard Hazard Insurer and which in full compliance with all applicable requirements of the FHA, VA or Qualified Mortgage Insurer insuring or guaranteeing such Mortgage Loan. Such policy shall be in an amount which is not less than the maximum insurable value (i.e., replacement value without deduction for depreciation) of the property securing the Mortgage Loan or 90% of the principal balance owing on such Mortgage Loan, whichever is less, provided that at the time the Company purchases the Mortgage Loan the amount shall not be less than 90% of the principal amount of such Mortgage Loan. In all events, such coverage shall be in an amount sufficient to ensure that the Company could not become a coinsurer under the terms and conditions of the applicable policy, and such coverage shall be at least as protective as fire and extended coverage, insuring the Company as mortgagee under a standard mortgagee clause to the full extent of its interest in the Residence. Such policies shall not be cancelable by the Qualified Standard Hazard Insurer without 10 days prior notice to the Servicer. If directed by the Company, the Servicer shall retain custody of such policies and renewals thereof or microfilm copies thereof, as agent of the Company, and annually shall issue a certificate to the Company certifying that the above requirements have been met. The Servicer's obligation to require such insurance to be maintained shall be absolute, regardless of any failure or refusal by any Mortgagor to pay in timely fashion the premium due thereon, and the Servicer agrees with respect to the Mortgage Loans serviced by it to indemnify and hold the Company harmless against any loss suffered as a result of the absence of hazard insurance or the lack of hazard insurance sufficient in amount to protect the Company's interest with respect to any Residence. Compliance with paragraph 3(i) hereof by the Servicer shall be deemed compliance by the Servicer with its financial obligations under this paragraph 3(g) to the extent that the insurance maintained under paragraph 3(i) provides for the payment of such obligations.

The Servicer shall use due diligence to ascertain any loss or damage to the property securing the Mortgage Loan and upon obtaining knowledge thereof shall immediately notify the

Company and the qualified Standard Hazard Insurer concerned. Except as otherwise provided by a Mortgage Loan insured under a private program, each such policy shall provide for payment to the Company in the event of loss, and payments for losses under any such policy shall be collected by the Servicer and held in trust in accordance with paragraph 3(c) hereof until disbursed as instructed by the Company or remitted as a Principal Prepayment pursuant to Paragraph 3(c) hereof. The Servicer may, with respect to checks and payments issued under such policies which do not exceed Five Thousand Dollar (\$5,000), or such higher amount as may be specified from time to time by the Company in accordance with prudent mortgage investment standards, deposit such checks on behalf of the Company into the Servicer's Custodial Account. The Servicer shall have no authority to make any agreement with respect to the restoration or rehabilitation of property damaged by fire or other casualty, except when the amount of the loss is less than Five Thousand Dollars (\$5,000), or such other designated amount as provided hereinabove, subject to any applicable requirements of FNMA and FHLMC with respect to disbursements of insurance proceeds. The Servicer shall receive no compensation, in addition to that provided in paragraph 4(a) hereof, for its services pursuant to this paragraph 3(g).

(h) Maintenance of Mortgage Single Interest Hazard Insurance. The

Servicer may maintain a mortgage single interest hazard insurance policy with sufficient coverage to provide hazard insurance on any property securing a Mortgage Loan having no Standard Hazard Insurance Policy, in an amount at least equal to the coverage required pursuant to paragraph 3(g) hereof and providing for the payment of any deductible amount by the Servicer or the Mortgagor, and naming the Company as insured. All premiums advanced by the Servicer in maintaining any such insurance shall be added to the amount owing under the Mortgage Loan where the terms of the Mortgage Loan so permit. Any amounts collected by the Servicer under any such policy relating to claims regarding the Mortgage Loans (other than amounts to be applied to the restoration or repair of the property securing the related Mortgage Loan in the manner set forth in paragraph 3(g) hereof) shall be remitted to the Company.

(i) Maintenance of Primary Mortgage Insurance. The Servicer shall

cause to be maintained with respect to each Conventional Mortgage Loan serviced by it, a Primary Mortgage Insurance Policy issued by a Qualified Mortgage Insurer, insuring the payment of such Mortgage Loan, to the extent that the

principal amount thereof as of the date such Mortgage Loan is originated and funded exceeds 30% of the Appraised Value or Sales Price (whichever is less) of the Residence, in an amount so that the uninsured portion of such Mortgage Loan does not exceed 75% of the Appraised Value of Sales Price (whichever is less). All premiums advanced by the Servicer in maintaining any such insurance shall be collected by the Servicer from the Mortgagor or, to the extent permitted by Law, added to the amount owing under the Mortgage Loan. Subject to the provisions of paragraph 3(c) hereof, any amounts collected by the Servicer under any such policy shall be remitted to the Company.

(j) Maintenance of Fidelity Bond and Errors and Omissions Insurance.

The Servicer hereby agrees to obtain and maintain in full force and effect throughout the term of this Agreement, at its own expense, and shall furnish the Company satisfactory evidence of, a blanket fidelity bond and an errors and omissions insurance policy covering the Servicer's officers, employees and any other persons acting on behalf of the Servicer in its capacity as the Servicer with regard to the Mortgage Loans. The amount of coverage shall be at least equal to the highest amount of coverage that would be required by FNMA or FHLMC with respect to the Servicer if the Servicer were servicing the Mortgage Loans for FNMA or FHLMC. In the event that any such bond or policy shall cease to be in effect, the Servicer shall obtain from an issuer or insurer licensed in each applicable jurisdiction and acceptable to the Company a comparable replacement bond or policy, as the case may be. Any amounts collected under such bond or policy relating to the Servicer's activities in originating or servicing the Mortgage Loans shall be remitted to the Company. No provision of this paragraph 3(j) shall operate to diminish, restrict or otherwise limit the Servicer's responsibilities and obligations as set forth in this Agreement.

(k) Annual Reports. On or before 120 days after the end of the

Servicer's fiscal year, the Servicer, at its expense, shall furnish to the Company (A) an opinion by a firm of independent certified public accountants on the financial position of the Servicer at the end of its fiscal year, and the results of operations and changes in financial position of the Servicer for such year then ended on the basis of an examination conducted in accordance with generally accepted auditing standards and (B) a statement from the independent certified public accountants concerning compliance with servicing standards on the basis of an examination conducted substantially in compli-

ance with the audit program for mortgages serviced for FNMA or FHLMC, the United States Department of Housing and Urban Development Mortgagee Audit Standards or the Uniform Single Audit Program for Mortgage Bankers, except for (1) such exceptions as such firm shall believe to be immaterial and (2) such other exceptions as shall be set forth in such statement.

On or before the 60th day succeeding each anniversary of this Agreement, the Servicer shall provide to the Company a statement with respect to all Mortgage Loans being serviced by it certified by an Officer to the effect that (A) all insurance is being maintained, is fully paid and complies with this Agreement, (B) all taxes have been paid as and when due, (C) all inspections have been made if and to the extent required by this Agreement and (D) analysis has been made of each Mortgage Loan to ensure sufficient moneys are being collected in escrow for the current year or, if any such certifications cannot be made, specifying the reasons therefor and what curative action is being taken.

On or before the 60th day succeeding each anniversary of this Agreement, the Servicer shall forward to the Company an annual statement, certified by an Officer, certifying that, to the best of his knowledge upon reasonable investigation, the Servicer's servicing of the Mortgage Loans has been conducted in compliance with this Agreement except for (A) such exceptions as such Officer shall believe to be immaterial and (B) such other exceptions as shall be set forth in such statement. Contemporaneously with such annual statement, the Servicer shall also deliver to the company a certificate of an Officer stating that (X) a review of the activities of the Servicer during the preceding year with respect to performance under this Agreement has been made under such Officer's supervision and (Y) to the best of such Officer's knowledge, based on such review, there is, as of such date, no default by the Servicer in the fulfillment of any of its obligations under this Agreement, or if there is any such default known to such Officer, specifying each such default and the nature and status thereof.

(1) Assignment of Servicing or Subservicing Obligations. At any time -----
during the term of this Agreement, the Servicer may, with the prior written consent of the Company, assign its servicing obligations pursuant to this Agreement. Any agreement to assign servicing obligations shall provide that the assignee, must assume the servicing obligations of this Agreement

with respect to the assigned Mortgage Loans for the same Servicing Fee that would otherwise have been paid to the assignor. Furthermore, ICIFC and the Company agree that ICIFC may enter into subcontract agreements with any third party, pursuant to which such third party will provide such of the servicing duties required hereunder as ICIFC deems necessary. Provided, however, that no such arrangement, either by assignment of this Agreement or by a subcontract agreement, as the case may be, between ICIFC and any third party shall relieve ICIFC of any of its duties or obligations hereunder.

(m) Assumptions. If a Mortgage Loan contains a "due-on-sale" clause,

the Servicer will enforce such clause in the manner set forth in this paragraph 3(m), unless otherwise provided in the Commitment relating to such Mortgage Loan or instructed by the Company. The Servicer is not authorized to approve an assumption request from any Mortgagor in connection with a transfer of a Residence subject to a Mortgage Loan unless (A) an Assumption and Release Agreement is entered into by the person to whom the Residence is to be or has been conveyed which provides for the assumption of the indebtedness by such person, (B) the person to whom the Residence is to be or has been conveyed meets the requirements of all insurers providing insurance on the Mortgage Loan and (C) the Mortgage Loan shall continue to be insured or guaranteed under any applicable insurance policies described in paragraphs 3(g), (h), (i) and (j) hereof. In connection with any sale or transfer of a Residence within the terms of the "due-on-sale" clause, the Servicer shall determine the qualifications of the person to whom the property securing the Mortgage Loan is to be conveyed and shall, if such person is found to be qualified to assume the Mortgage Loan under the above stated provisions of this paragraph 3(m), obtain the Company's consent to such release of the Mortgagor and prepare an Assumption and Release Agreement meeting the requirements of the Loan Servicing Guidelines and the certifications as may be required by the Company from time to time. The Servicer shall deliver a certificate, executed by an Officer, to the Company at the time of a transfer of a Residence in connection with which the Mortgagor is being released pursuant to this paragraph 3(m) to the effect that the release of the Mortgagor and the Assumption and Release Agreement prepared in connection therewith meet the terms of this paragraph 3(m), including that the person to whom the Residence is conveyed satisfies all of the Company's credit and underwriting standards. The Assumption and Release Agreement with such certificate and relevant certifications shall be

delivered to the Company, inserted in the related Mortgage Loan file and thereafter be deemed a Mortgage Document.

(n) The Servicer to Satisfy Insurance and Guaranty Requirements. The

Servicer shall be responsible for causing all applicable requirements of the FHA, VA, Qualified Mortgage Insurer and Qualified Standard Hazard Insurer to be satisfied with respect to any Mortgage Loan which has such insurance or guaranty so that the full benefits of such insurance or guaranty will inure to the Company. The Servicer shall use its best efforts to obtain compliance by the Mortgagor or any assignee permitted by paragraph 3(m) hereof with all applicable provisions and requirements of such insurance or guaranty in order to maintain such insurance or guaranty in full force and effect. Subject to the provisions of paragraph 3(c) hereof, any amounts collected by the Servicer under any such insurance or guaranty shall be remitted to the Company.

4. Servicing Compensation and Expenses.

(a) Servicing Fee. As compensation for its activities hereunder and

in consideration for servicing the Mortgage Loans for which it is responsible, the Servicer shall retain, and the Company consents to the Servicer retaining from Mortgagor payments received by it, the Servicing Fee earned by it. The Servicing Fee shall be considered to be earned for any particular month with respect to each Mortgage Loan for which the payment of all interest and principal due for such month has been received by the Servicer from the Mortgagor and has been remitted by the Servicer to the Company. In addition, except as limited by Law and available funds, the Servicer shall be entitled to additional reimbursement for expenses incurred by the Servicer in connection with the receipt of Insurance Proceeds or Liquidation Proceeds upon requisition therefor, which requisition shall be submitted to the Company in accordance with paragraph 4(b)(ii) hereof. Additional servicing compensation in the form of late payment charges, penalties and assumption fees or otherwise, if any, may be paid to or retained by the Servicer to the extent provided for in the Mortgage Note and permitted by Law and to the extent not contrary to the terms of this Agreement.

(b) Liability of the Servicer for Expenses.

(i) The Servicer shall be required to pay all expenses incurred by it in connection with its servicing

activities hereunder and shall not be entitled to reimbursement therefor, except as specifically provided in paragraph 4(b)(ii) hereof or as otherwise authorized under the Loan Servicing Guidelines. The Servicer also agrees to pay: (A) all costs or expenses resulting from failure by the Servicer to timely file claims for losses relating to Mortgage Loans (including the failure to file claims under the insurance policies or the bond referred to in paragraphs 3(g), (h), (i) and (j) hereof); (B) all costs and expenses resulting from failure by the Servicer to foreclose Mortgages relating to deficient Mortgage Loans in a manner consistent with paragraph 3(e) hereof; and (C) all costs and expenses incurred by the Company in connection with replacing the Servicer as a servicer of Mortgage Loans in the event of default of the Servicer under the terms and provisions of this Agreement. Unless the Loan Servicing Guidelines otherwise require, the Servicer shall, prior to expending any moneys of an extraordinary amount which may be reimbursable under paragraph 4(b)(ii) hereof, submit a request for reimbursement or an estimate of expenses anticipated to be incurred to the Company.

(ii) The Servicer shall be required to make all Expense Advances. After making any Expense Advance, the Servicer may submit a request to the Company for reimbursement therefor. If the Servicer is reimbursed for any such Expense Advance and also recovers all or any portion of such amounts from payments by or on behalf of a Mortgagor or otherwise, the Servicer shall immediately forward such recovered amounts to the Company.

5. Repurchase of Defective Mortgage Loans. By executing this

Agreement the Servicer makes the Representations and Warranties to the Company concerning the Mortgage Loans it services for the Company. In the event the Servicer fails to make any Representation or Warranty, or any Representation or Warranty made by the Servicer is false or untrue, the Company may request the Servicer to repurchase, and the Servicer shall repurchase the related Mortgage Loan whether or not such Mortgage Loan is in default. The price which the Servicer will pay the Company for any such Defective Mortgage Loan shall be equal to the unpaid principal balance of the Defective Mortgage Loan as of the date of purchase, (i) plus all interest accrued but not paid on such Defective Mortgage Loan from the date of purchase by the Company through the date of purchase by the Servicer, (ii) less any pre-

paid but unaccrued interest on the Defective Mortgage Loan through the date preceding the purchase date, (iii) plus any disbursements, including but not limited to reasonable fees and out-of-pocket expenses of counsel, incurred by the Company in enforcing the Servicer to purchase such Defective Pledged Loan.

6. Contribution of Mortgage Loans or Undivided Interests

Therein.

(a) Collateralized Mortgage Obligations. The Servicer

acknowledges that the Mortgage Loans may be used to secure the issuance of collateralized mortgage obligations or other mortgage collateralized bonds which may require the retained servicing of such Mortgage Loans to be performed in a manner and on terms other than as set forth in this Agreement. In such event, the Servicer agrees to enter into new servicing arrangements with the Company and/or a trustee acting on behalf of the holders of the collateralized mortgage obligations or mortgage collateralized bonds so long as the compensation to the Servicer is at least equivalent to the Servicing Fee payable to it hereunder with respect to such Mortgage Loans. Upon the execution of any such new servicing agreement, this Agreement shall terminate as to the Mortgage Loans subject thereto.

(b) Sales to a Trustee. The Servicer acknowledges that the

Company may sell undivided interests in Mortgage Loans for the issuance of pass-through mortgage certificates which may require the servicing of such Mortgage Loans to be performed in a manner and on terms other than as set forth in this Agreement. In such event, the Servicer agrees to enter into servicing arrangements with the Company or a trustee acting on behalf of the holders of the pass-through certificates so long as the compensation to the Servicer is at least equivalent to the Servicing Fee payable to it hereunder with respect to such Mortgage Loans. Upon the execution of any such new servicing agreement, this Agreement shall terminate as to the Mortgage Loans subject thereto.

(c) Partial Assignments. The Company and the Servicer

acknowledge and agree that the Company may make partial assignments of this Agreement at any time and from time to time in connection with the pooling of mortgage loans being serviced hereunder and the assignment of undivided interests therein to a third party, or in connection with the enforcement of this Agreement. In the event that, pursuant to the terms and conditions of

any applicable pooling and administration agreement, a portion of this Agreement so assigned is terminated, such termination shall not cause a termination of the remaining portion(s) of this Agreement not assigned or assigned and subject to a different pooling and administration agreement.

7. Termination and Liabilities.

(a) The Servicer Not to Resign. The Servicer shall not have the

right to resign from the duties and obligations hereby imposed on it or to assign or transfer such duties and obligations or any of its rights hereunder, except as provided in paragraph 3(1) hereof.

(b) Termination of the Servicer with Cause. Upon the happening

of any one or more of the following events the Company may, without payment of any penalty, terminate all of the Servicer's rights and obligations under this Agreement with respect to all Mortgage Loans:

(i) Failure of the Servicer to remit to the Company pursuant to paragraph 3(c) hereof any Revenues received by the Servicer, failure of the Servicer to make any Monthly Advances or Expense Advances, including any failure to make Monthly Advances following any notice of disagreement as provided in Section 3(c)(iii), as required by this Agreement or failure of the Servicer to make any other advance of funds at the time and in the manner required by this Agreement.

(ii) A representation or warranty of the Servicer to the Company shall be false in any material respect.

(iii) Failure of the Servicer to duly observe or perform in any material respect any other covenant, condition or agreement contained in the Loan Servicing Guidelines of this Agreement and required thereby or hereby to be observed or performed by the Servicer, other than as referred to in paragraphs 7(b)(i) and (ii) hereof, for a period of 30 days after a written notice to the Servicer from the Company has been sent specifying such failure and requesting that it be remedied; provided, however, that if the failure states in the notice cannot be corrected within the applicable period, the Company shall consent to a

reasonable extension of time if corrective action is instituted by the Servicer within the applicable period and diligently pursued until fully corrected; provided further, that if the Company determines that such failure cannot be corrected within such period, the Company may immediately terminate the Servicer pursuant to this paragraph 7(b)(iii).

(iv) There is entered an order for relief or similar decree or other with respect to the Servicer by a court having jurisdiction in the premises in an involuntary case under the federal bankruptcy laws as now or hereafter constituted or under any applicable federal or state bankruptcy, insolvency or other similar laws or the Servicer (1) ceases or admits in writing its inability to pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, creditors; (ii) applies for, or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Servicer or of any substantial part of its properties or assets, or authorizes such an application or consent, or proceedings seeking such appointment are commenced without such authorization, consent or application against the Servicer and continue undismissed for 60 days; (iii) authorizes or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, arrangement, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction, or authorizes such application or consent, or proceedings to such end are instituted against the Servicer without such authorization, application or consent and are approved as properly instituted and remain undismissed for 60 days or results in adjudication of bankruptcy or insolvency; or (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attained by court order and the order remains undismissed for 60 days.

(v) The Servicer fails to maintain delinquency rates on Conforming Mortgage Loans in which the Company has an interest at a level below that of other FHLMC

and FNMA servicers servicing mortgages of the same type in the same general geographical area.

(vi) The Servicer fails to maintain delinquency rates on Non-Conforming Mortgage Loans in which the Company has an interest at a level below that of Non-Conforming Mortgage Loan servicers servicing mortgages of the same type in the same geographical area.

(vii) The consolidation or merger by the Servicer into another entity or the permission by the Servicer for one or more other entities to consolidate or merge with or merge into it without the prior written consent of the Company.

If any of the events specified in paragraph 7(b)(iv) above shall occur, the Servicer shall give written notice of such occurrence to the company within two days of the happening of such event.

Any termination as a result of any event described in paragraph 7(b) above shall be accomplished as soon as practicable by the Company so that required advances by the Company, or its designee, as a standby servicer shall be made on a timely basis.

(c) Termination of the servicer without Cause. The Company may

terminate this Agreement at any time, without cause, by giving 30 days' prior written notice to the Servicer and paying a servicing termination fee to the Servicer equal to 1.0% of the outstanding principal balance of each Mortgage Loan being serviced hereunder.

(d) Transfer of Servicing after Termination. Upon the effective date

of termination of the Servicer under paragraph (b) or (c), the Servicer shall immediately deliver or cause to be delivered to the Company: (A) all moneys held in each Custodial Account and each Escrow Account, together with an assignment of this Agreement from the Servicer to the Company; (B) all Revenues received by such Servicer and not theretofore remitted to Company; and (C) within 30 days of said termination, all files, whether in paper, microfilm or microfiche form, of the Servicer relating to the Mortgage Loans serviced by such Servicer. Nothing in this Section 7(d) or in Section 7(e) shall restrict in any way the Company's right to obtain monies in any

Custodial Account and Escrow Account and any of the Mortgage Documents granted elsewhere in this Agreement. The Servicer agrees to indemnify and hold the Company harmless from any and all loss, damage and expenses (including reasonable attorneys' fees) that any of them may incur in securing the delivery of all files, the transfer of all escrows or the remittance of all Revenues received by the Servicer with respect to any Mortgage Loan serviced by the Servicer. Each party shall be responsible for their respective costs and expenses associated with such a transfer according to industry standards for transfer.

(e) The Servicer's Duties upon Termination. Upon receipt by the

Servicer of written notice of termination from the Company pursuant to paragraph 7(b) hereof, and upon the effective date of the notice of termination received under paragraph (c) hereof, all authority and power of the Servicer under this Agreement shall pass to and be vested in the Company pursuant to and under this paragraph 7(e); and, without limiting the foregoing, the Company is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement or assignment of the Mortgage Loans, the Mortgage Loan files and related documents, or otherwise. The Servicer agrees to cooperate with the Company in effecting the termination of the Servicer's responsibilities and rights hereunder, including without limitation, the transfer to the Company or such other person or entity as the Company may designate, for administration, all cash amounts which shall at the time be credited by the Servicer to each Custodial Account and each Escrow Account or thereafter received with respect to the Mortgage Loans.

(f) The Servicer's Excused Performance. Notwithstanding any

provision in this Agreement to the contrary, there shall be no termination of, and no liability under, this Agreement with respect to the Servicer for its failure to duly observe or perform in any material respect any covenant, condition or agreement contained in the Loan Servicing Guidelines or this Agreement and required thereby or hereby to be observed or performed by the Servicer hereunder if such failure on the part of the Servicer is directly caused by the failure of the Company to duly observe or perform in any material respect any covenant, condition or agreement contained in the Loan Servicing Guidelines

or this Agreement and required thereby or hereby to be observed or performed by the Company hereunder.

(g) Access to the Servicer's Records. The Company and its agents may,

from time to time, and upon 48 hours notice, request the Servicer to allow the inspection and copying of any of the Servicer's books and records pertaining to the Mortgage Loans, and the Servicer shall allow such inspections and access to such books and records at reasonable times during the Servicer's normal business hours and upon reasonable terms.

(h) No Liability for Removal of the Servicer. Notwithstanding any

provision in this Agreement to the contrary, the Company shall not be liable in any respect for the termination of the Servicer for cause or owe any duty to the Servicer if terminated for cause.

(i) No Remedy Exclusive. No remedy herein conferred upon or reserved

to any party is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

8. Representations and Warranties; Covenants of Servicer.

(a) By the Servicer. The Servicer hereby reaffirms the

representations and warranties made by it to the Company in the Commitment relating to each Mortgage Loan serviced hereunder and, in addition, hereby further represents and warrants to the Company that:

(i) The Servicer is a corporation, duly organized, validly existing and in good standing under the laws governing its creation and existence and is duly authorized and qualified to transact in each state where the nature of its business or property requires that it be so authorized and qualified any and all of its business, including the business contemplated by this Agreement, and possesses all requisite authority, power, licenses, permits and franchises to conduct any and all business contemplated

by this Agreement and to comply with its obligations under the terms of this Agreement, the performance of which have been duly authorized by all necessary action.

(ii) Neither the execution and delivery of this Agreement by the Servicer, nor the performance and compliance with the terms hereof by the Servicer will (A) violate the instruments creating the Servicer or governing its operations, (B) violate any Laws applicable to the Servicer which could have any material adverse effect whatsoever upon the validity, performance or enforceability of any of the terms of this Agreement or (C) constitute a material default (or an event which, with notice or lapse of time, or both, would constitute a material default) under, or result in the breach of, any material contract, agreement or other instrument to which the Servicer is a party or which may be applicable to the Servicer or any of its assets.

(iii) The execution and delivery of this Agreement by the Servicer in the manner contemplated herein and the performance and compliance with the terms hereof by it do not require the consent or approval of any governmental authority or, if such consent or approval is required, it has been obtained, and such execution and delivery have been duly authorized by all necessary action on the part of the Servicer.

(iv) This Agreement, and all documents and instruments contemplated hereby which are executed and delivered by the Servicer, will, assuming due authorization, execution and recovery by the Company, constitute valid, legal and binding obligations of the Servicer, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by applicable Debtor Relief Laws or by the equitable principles governing the right of specific performance.

(v) The Servicer is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency, which default might have consequences that would materially and adversely affect the operation of the Servicer or its properties or might have consequences that would affect its performances hereunder.

(vi) The Servicer is not a party to or bound by any agreement or instruments or subject to any articles of incorporation, bylaws or any other corporate restriction or any judgment, order, writ, injunction, decree, law or regulation which now or in the future may materially and adversely affect the ability of the Servicer to perform its obligations under this Agreement or which required the consent of any third person to the execution of this Agreement or the performance by the Servicer of its obligations under this Agreement.

(vii) No litigation is pending or, to the best of the Servicer's knowledge, threatened against the Servicer which would prohibit its entering into this Agreement or performing its obligations under this Agreement.

(viii) As to Conforming Mortgage Loans, the Servicer is and will at all times be an FNMA- and FHLMC-approved Servicer and will comply in the performance of this Agreement with all reasonable rules and requirements of each Qualified Insurer.

(ix) The Servicer has assets in excess of its liabilities and is able to meet its debts as they become due and payable.

(b) By the Company. The Company represents and warrants to the

Servicer that:

(i) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Maryland, is duly qualified and in good standing to transact business as a foreign corporation in the State of California, and possesses all requisite authority, power, licenses, permits and franchises to conduct any and all business contemplated by this Agreement and to comply with its obligations under the terms of this Agreement, the performance of which have been duly authorized by all necessary corporate action.

(ii) Neither the execution and delivery of this Agreement by the Company, nor the performance and compliance with the terms hereof by the Company will (A) violate the instruments creating the Company or governing its operations, (B) violate any Laws applicable to the Company

which could have any material adverse effect whatsoever upon the validity, performance or enforceability of any of the terms of this Agreement or (C) constitute a material default (or an event which, with notice or lapse of time, or both, would constitute a material default) under, or result in the breach of, any material contract, agreement or other instrument to which the Company is a party or which may be applicable to the Company or any of its assets.

(iii) This Agreement, and all documents and instruments contemplated hereby, which are executed and delivered by the Company, will, assuming due authorization, execution and delivery to the Servicer, constitute valid, legal and binding obligations of the Company, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by applicable Debtor Relief Laws or by the equitable principles governing the right of specific performance.

(iv) No litigation is pending or, to the best of the Company's knowledge, threatened against the Company which would prohibit its entering into this Agreement or performing its obligations under the Agreement.

(c) Additional Covenants of the Servicer. In addition to the

covenants and agreements of the Servicer set forth elsewhere in this Agreement, the Servicer hereby covenants and agrees as follows:

(i) The Servicer will be: (A) at the time of origination and funding of any Mortgage Loan which has FHA Insurance, and at all times thereafter so long as the Servicer shall continue to serve in the capacity contemplated under the terms of this Agreement, and FHA-approved mortgagee and a FNMA approved seller and servicer of FHA-insured mortgages; (B) at the time of the origination and funding of any Mortgage Loan which has a VA Guaranty, and at all times thereafter so long as the Servicer shall continue to serve in the capacity contemplated under the terms of this Agreement, an eligible lender for mortgages guaranteed by the VA and a FHMA approved seller and servicer of VA-guaranteed mortgages; and (C) at the time of the origination and funding of any Conventional Mortgage Loan, and at all times thereafter so long as the Servicer shall continue to serve in the capacity contemplated under the

terms of this Agreement, a FNMA and FHLMC approved seller and servicer of Conventional Mortgage Loans.

(ii) The Servicer will comply with the following laws, rules, requirements and publications as now in effect and as the same may hereafter be amended, supplemented or superseded: (A) as to each FHA-insured Mortgage Loan, with the National Housing Act of 1934, as amended and supplemented, all rules and regulations issued thereunder and all administrative publications; (B) as to each Mortgage Loan guaranteed by the VA, with the Servicemen's Readjustment Act of 1944, as amended and supplemented, all rules and regulations issued thereunder and all administrative publications; and (C) as to each Mortgage Loan insured by a Primary Mortgage Insurance Policy, with all rules and requirements of the Qualified Mortgage Insurer in the performance of this Agreement.

(iii) The Servicer will comply with the provisions of: Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974; Section 527 of the National Housing Act; The Equal Credit Opportunity Act; The Fair Credit Reporting Act and any applicable regulations and orders thereunder; Executive Order 11063, Equal Opportunity in Housing issued by the President of the United States on November 20, 1962; and all other applicable federal and state laws, regulations, and orders.

(iv) From time to time the Servicer will report, as more fully set forth in this Agreement, information relating to the Mortgage Loans to the Company, and such other persons as may from time to time be designated by the Company, and will do every act and thing which may be necessary or required to perform its duties under this Agreement.

(v) The Servicer agrees that so long as it shall continue to serve in the capacity contemplated under the terms of this Agreement it will remain in good standing under the Laws governing its creation and existence and qualified under the laws of each state where such qualification is necessary to do business in such state, will not dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or

merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Company;

(vi) No information, certificate of an Officer, statement furnished in writing or report required hereunder, delivered to the Company or any other person as may from time to time be designated by the Company to receive same, will, to the knowledge of the Servicer delivering same, contain any untrue statement of a material fact or omit a material fact necessary to make the information, certificate, statement or report not misleading.

9. Indemnification. The Servicer shall indemnify, defend and hold

harmless the Company, its directors, officers, employees, partners, agents, successors and assigns, respectively, from and against any claim, action, loss, damage, penalty, fine, cost, expense, or other liability, including all court costs and attorneys' fees incurred in defending any claim or action or in enforcing this indemnity resulting from or arising out of any breach of any representation or warranty made by the Servicer in this Servicing Agreement or in any certificate, document or instrument now or hereafter delivered to any of the foregoing in connection with the transactions contemplated hereby, or from any breach of, or failure by, the Servicer to observe or fulfill any conditions, covenants or obligations to be observed or fulfilled by the Servicer under this Servicing Agreement.

10. Miscellaneous.

(a) Benefit; Binding Nature. This Agreement shall inure to the

benefit of and be binding upon the parties hereto and their respective successors and assigns.

(b) Notices. Any notice given under this Agreement shall be in

writing and shall be sent by registered or certified mail, return receipt requested, unless some other method of giving notice is accepted by the party to which it is given, and shall be given by being delivered at the following addresses of the parties hereto:

The Company: Imperial Credit Mortgage Holdings, Inc.
20371 Irvine Avenue
Santa Ana Heights, California 92707

Attention: Joseph R. Tomkinson,
Chief Executive Officer

The Servicer: ICI Funding Corporation
20371 Irvine Avenue
Santa Ana Heights, California 92707
Attention: Mary C. Glass,
Senior Vice President,
Operations

Either party may at any time give notice in writing to the other party of a change of its address for the purpose of this paragraph 10(b).

(c) No Release. Termination of this Agreement shall not release

either party from any responsibility or liability that occurred prior to termination except as is expressly released by the other party in writing.

(d) Prior Agreements; Conflicts. This Agreement supersedes any prior

agreements and understandings between the Servicer and the Company governing the Servicer's servicing of the Company's Mortgage Loans. This Agreement sets forth the entire agreement between the parties hereto as to the subject matter of this Agreement. None of the parties hereto shall be bound by any condition, definition, warranty or representation with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement or hereafter set forth in writing and signed by an authorized representative of the party to be bound. Notwithstanding the foregoing, the Servicer shall comply with all of the terms and conditions set forth in the Commitment relating to each Mortgage Loan being serviced hereunder; and in the event of a conflict between any Commitment and this Agreement, the terms and conditions of the Commitment shall control.

(e) Appointment of Company Designee. The Company shall have the right

to appoint a Company Designee at any time and from time to time.

(f) Governing Law. This Agreement has been made and entered into in

the State of California and the laws of said State shall govern the validity and interpretation of this Agreement and the performance hereunder by the parties hereto.

(g) Attorneys' Fees. In the event that a party brings any action or

suit against the other party by reason of any breach of any covenant or condition on the part of either party arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to have and recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

(h) Amendments. This Agreement shall not be amended, changed,

modified, terminated or discharged in whole or in part except by an instrument in writing signed by all parties hereto, or their respective successors or assigns, or otherwise as provided herein.

(i) Successors and Assigns. This Agreement binds any successors

or assigns of the parties hereto as herein provided.

(j) Severability. The invalidity or unenforceability of any provision

of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

(k) No Joint Venture. The Servicer and the Company are not partners

or joint ventures with each other and nothing herein shall be construed to make them such partners or joint ventures or impose any liability as such of either of them.

(l) Number of Days. In computing the number of days from purposes of

this Agreement, all days shall be counted, including days which are not Business Days, unless it is specifically provided that only Business Days shall be counted. However, if the final day of any time period falls on a day which is not a Business Day, then the final day shall be deemed to be the preceding Business Day unless otherwise provided.

(m) Headings; Gender. The headings of the various paragraphs of this

Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement. Words of any gender, used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and words in the plural shall be held and construed to include the singular, unless the Agreement or the context otherwise requires.

(n) Waiver. Any forbearance by a party to this Agreement in

exercising any right or remedy under this Agreement or otherwise afforded by applicable Laws shall not be a waiver of or preclude the exercise of that or any other right or remedy.

(o) Execution in Counterparts. This Agreement may be executed in one

or more counterparts, any of which shall constitute an original as against any party whose signature appears on it, and all of which shall together constitute a single instrument. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of both parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

IMPERIAL CREDIT MORTGAGE
HOLDINGS, INC.

By: _____

Name:

Title:

ICI FUNDING CORPORATION

By: _____

Name:

Title:

Imperial Credit Mortgage Holdings, Inc.
 Statement Regarding Computation of Earnings Per Share

	Quarter Ended March 31, 1996 -----	For the Period November 20, - December 31, 1995 -----
Primary Earnings Per Share:		
Net Income	1,693,639	315,443
Avg. Number of Shares Outstanding	4,250,000	4,250,000
Net effect of dilutive stock options- Based on treasury stock method using average market price	57,158	34,010
total average shares	4,307,158	4,284,015
Primary Earnings Per Share (a)	0.39	0.07

(a) Fully diluted earnings per share were not materially different

The Board of Directors
Imperial Credit Mortgage Holdings, Inc.:

We consent to the use of our report included herein and to the reference to our firm under the headings "Selected Financial Data" and "Experts" in the prospectus. Our report dated January 25, 1996 contains an explanatory paragraph stating the Company adopted the provisions of Statement of Financial Accounting Standards No. 122, "Accounting for Mortgage Servicing Rights" for the year ended December 31, 1995.

KPMG Peat Marwick LLP

Orange County, California
May 29, 1996

The Board of Directors
ICI Funding Corporation:

We consent to the use of our report included herein and to the reference to our firm under the headings "Selected Financial Data" and "Experts" in the prospectus. Our report dated January 25, 1996 contains an explanatory paragraph stating the Company adopted the provisions of Statement of Financial Accounting Standards No. 122, "Accounting for Mortgage Servicing Rights" for the year ended December 31, 1995.

KPMG Peat Marwick LLP

Orange County, California
May 29, 1996