

REGISTRATION NO. 333-28889
REGISTRATION NO. 333-28889-01

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

PRE-EFFECTIVE
AMENDMENT NO. 2
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

OCWEN FINANCIAL CORPORATION
(Exact name of registrant as specified in
its articles of incorporation)
FLORIDA
(State or other jurisdiction of
incorporation or organization)
6035
(Primary Standard Industrial
Classification Code Number)
65-0039856
(I.R.S. Employer Identification No.)

OCWEN CAPITAL TRUST I
(Exact name of Registrant as specified
in its trust agreement)
DELAWARE
(State or other jurisdiction of
incorporation or organization)
6719
(Primary Standard Industrial
Classification Code Number)
APPLIED FOR
(I.R.S. Employer Identification No.)

THE FORUM, SUITE 1000
1675 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FLORIDA 33401
(561) 681-8000
(Address, including zip code, and telephone number, including area code, of
registrant's principal executive offices)

WILLIAM C. ERBEY
CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
OCWEN FINANCIAL CORPORATION
THE FORUM, SUITE 1000
1675 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FLORIDA 33401
(561) 681-8000
(Name, address, including zip code, and telephone number, including area code,
of agent for service)

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(212) 455-2000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO PUBLIC: As soon as
practicable after this Registration Statement becomes effective.

If any of the securities being registered on this form are to be offered on
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, check the following box. / /

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 statement 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 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. / /

EACH OF THE REGISTRANTS HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH
DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL EACH OF THE
REGISTRANTS 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 OR UNTIL THE REGISTRATION STATEMENT
SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID
SECTION 8(A), MAY DETERMINE.
- -----
- -----

SUBJECT TO COMPLETION, DATED AUGUST 5, 1997

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 any such state.

\$125,000,000

OCWEN CAPITAL TRUST I

% CAPITAL SECURITIES

(LIQUIDATION AMOUNT \$1,000 PER CAPITAL SECURITY)

FULLY AND UNCONDITIONALLY GUARANTEED TO THE EXTENT SET FORTH HEREIN BY
OCWEN FINANCIAL CORPORATION

The % Capital Securities (the "Capital Securities"), offered hereby represent undivided beneficial ownership interests in the assets of Ocwen Capital Trust I, a Delaware statutory business trust (the "Trust"). Ocwen Financial Corporation, a Florida corporation (the "Company"), will be the owner of all of the beneficial ownership interests represented by common securities of the Trust (the "Common Securities," and together with the Capital Securities, the "Trust Securities"). The Trust exists for the sole purpose of issuing the Capital Securities and the Common Securities and investing the proceeds thereof in % Junior Subordinated Debentures (the "Junior Subordinated Debentures"), to be issued by the Company. The Junior Subordinated Debentures will mature on , 2027 (the "Stated Maturity"). The Capital Securities will have a preference under certain circumstances with respect to cash distributions and amounts payable on liquidation, redemption or otherwise over the Common Securities. See "Description of Capital Securities--Subordination of Common Securities."

(CONTINUED ON NEXT PAGE)

Concurrently with the offering of Capital Securities (the "Capital Securities Offering"), the Company is offering 3,000,000 shares of its common stock, par value \$0.01 per share (the "Common Stock") in an underwritten public offering (the "Common Stock Offering" and, together with the Capital Securities Offering, the "Offerings"). The Capital Securities offered hereby and the Common Stock offered by the Company are being offered separately and not as units. The Capital Securities Offering is conditioned upon consummation of the Common Stock Offering.

THE CAPITAL SECURITIES OFFERED HEREBY INVOLVE A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 18 HEREOF FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED CAREFULLY BY PROSPECTIVE PURCHASERS OF THE CAPITAL SECURITIES OFFERED HEREBY.

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 SUCH STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREBY ARE NOT SAVINGS ACCOUNTS OR SAVINGS DEPOSITS AND ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.

	PRICE TO PUBLIC(1)	UNDERWRITING DISCOUNTS AND COMMISSIONS(2)	PROCEEDS TO TRUST (3)(4)
Per Capital Security.....	\$	(3)	\$
Total.....	\$	(3)	\$

- (1) Plus accrued distributions, if any, from , 1997.
- (2) The Trust and the Company have agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting."
- (3) In view of the fact that the proceeds of the sale of the Capital Securities will be used to purchase the Junior Subordinated Debentures, the Underwriting Agreement provides that the Company will pay to the Underwriters, as compensation ("Underwriters' Compensation") for their arranging the investment therein of such proceeds, \$ per Capital Security (or \$ in the aggregate). See "Underwriting."
- (4) Before deducting expenses of the offering payable by the Company, estimated at \$260,000.

The Capital Securities offered by this Prospectus are offered subject to prior sale, to withdrawal or cancellation of the offer without notice, to delivery to and acceptance by the Underwriters and to certain further conditions. It is expected that delivery of the Capital Securities will be made

in book-entry form only through the facilities of The Depository Trust Company
on or about August , 1997, against payment therefor in immediately available
funds.

LEHMAN BROTHERS

FRIEDMAN, BILLINGS, RAMSEY & CO., INC.

MORGAN STANLEY DEAN WITTER

August , 1997

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE CAPITAL SECURITIES. SUCH TRANSACTIONS MAY INCLUDE THE PURCHASE OF CAPITAL SECURITIES FOLLOWING THE PRICING OF THE OFFERING TO COVER A SYNDICATE SHORT POSITION IN THE CAPITAL SECURITIES OR FOR THE PURPOSE OF MAINTAINING THE PRICE OF THE CAPITAL SECURITIES. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING."

(CONTINUED FROM PREVIOUS PAGE)

Holders of the Capital Securities will be entitled to receive cumulative cash distributions accruing from the date of original issuance and payable semi-annually in arrears on and of each year, commencing , 1997, at the annual rate of % of the liquidation amount of \$1,000 per Capital Security ("Distributions"). The distribution rate and the distribution payment dates and other payment dates for the Capital Securities will correspond to the interest rate and interest payment dates and other payment dates on the Junior Subordinated Debentures, which will be the sole assets of the Trust. The Company will guarantee the payment of Distributions and payments on liquidation of the Trust or redemption of the Capital Securities, but only in each case to the extent of funds held by the Trust, as described herein (the "Guarantee"). See "Description of Guarantee." If the Company does not make interest payments on the Junior Subordinated Debentures held by the Trust, the Trust will have insufficient funds to pay Distributions on the Capital Securities. The Company's obligations under the Guarantee, taken together with its obligations under the Junior Subordinated Debentures and the Indenture (as defined herein), including its obligation to pay all costs, expenses and liabilities of the Trust (other than with respect to the Capital Securities), constitute a full and unconditional guarantee of all of the Trust's obligations under the Capital Securities. The obligations of the Company under the Guarantee and the Junior Subordinated Debentures are subordinate and junior in right of payment to all Senior Indebtedness (as defined in "Description of Junior Subordinated Debentures--Subordination") of the Company and will be structurally subordinated to all liabilities and obligations of the Company's subsidiaries. As of March 31, 1997, \$125 million aggregate principal amount of Senior Indebtedness was outstanding, and the Company's consolidated subsidiaries had approximately \$2.3 billion of indebtedness and other liabilities.

The Company has the right to defer payment of interest on the Junior Subordinated Debentures at any time or from time to time for a period not exceeding 10 consecutive semi-annual periods with respect to each deferral period (each, an "Extension Period"), provided that no Extension Period may extend beyond the Stated Maturity (as defined herein) of the Junior Subordinated Debentures. Upon the termination of any such Extension Period and the payment of all amounts then due on any Interest Payment Date (as defined herein), the Company may elect to begin a new Extension Period subject to the requirements set forth herein. Accordingly, there could be multiple Extension Periods of varying lengths throughout the term of the Junior Subordinated Debentures. If interest payments on the Junior Subordinated Debentures are so deferred, distributions on the Capital Securities will also be deferred and the Company may not, and may not permit any subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities that rank PARI PASSU with or junior to the Junior Subordinated Debentures or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks PARI PASSU with or junior to the Junior Subordinated Debentures (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of

the Company's capital stock, (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans). During an Extension Period, interest on the Junior Subordinated Debentures will continue to accrue (and the amount of Distributions to which holders of the Capital Securities are entitled will accumulate) at the rate of % per annum to the extent permitted by applicable law, compounded semi-annually, and holders of the Capital Securities will be required to accrue interest income for United States federal income tax purposes prior to receipt of cash related to such interest income. See "Description of Junior Subordinated Debentures--Option to Extend Interest Payment Period" and "Certain United States Federal Income Tax Consequences--Original Issue Discount."

The Junior Subordinated Debentures are not redeemable prior to , 2007 unless a Special Event (as defined herein) has occurred. The Junior Subordinated Debentures are redeemable prior to maturity at the option of the Company, subject to the receipt of any necessary prior regulatory approval, (i) on or after , 2007, in whole or in part, at a redemption price equal to % of the principal amount thereof on , 2007 declining ratably on each thereafter to 100% on or after , 2017, plus accrued and unpaid interest thereon, or (ii) at any time, in whole (but not in part), upon the occurrence and continuation of a Special Event at a redemption price equal to the greater of (a) 100% of the principal amount thereof or (b) as determined by a Quotation Agent (as defined herein), the sum of the present values of the principal amount and premium payable with respect to an optional redemption of such Junior Subordinated Debentures on , 2007, together with scheduled payments of interest from the prepayment date to , 2007, discounted to the prepayment date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined herein) plus, in either case, accrued interest thereon to the date of prepayment, in each case subject to the further conditions described under "Description of Junior Subordinated Debentures--Redemption." The Capital Securities are subject to mandatory redemption, in whole or in part, upon repayment of the Junior Subordinated Debentures at Stated Maturity or their earlier redemption, in an amount equal to the amount of related Junior Subordinated Debentures maturing or being redeemed and at a redemption price equal to the redemption price of such Junior Subordinated Debentures, in each case plus accumulated and unpaid Distributions thereon to the date of redemption.

Upon the occurrence and continuation of a Special Event, the Company will have the right, subject to the receipt of any necessary prior regulatory approval, to dissolve the Trust and, after satisfaction of claims of creditors of the Trust, if any, as provided by applicable law, cause the Junior Subordinated Debentures to be distributed to the holders of the Capital Securities and the Common Securities in liquidation of the Trust. If the Junior Subordinated Debentures are distributed to the holders of Capital Securities upon the liquidation of the Trust, the Company will use its best efforts to list the Junior Subordinated Debentures on such stock exchanges, if any, on which the Capital Securities are then listed. See "Description of Capital Securities--Redemption--Special Event Redemption or Distribution of Junior Subordinated Debentures."

In the event of the liquidation of the Trust, after satisfaction of the claims of creditors of the Trust, if any, as provided by applicable law, the holders of the Capital Securities will be entitled to receive a liquidation amount of \$1,000 per Capital Security plus accumulated and unpaid Distributions thereon to the date of payment, which may be in the form of a distribution of such amount in Junior Subordinated Debentures as described above. If such liquidation amount can be paid only in part because the Trust has insufficient assets available to pay in full the aggregate liquidation amount, then the amounts payable directly by the Trust on the Capital Securities shall be paid on a pro rata basis. The holder(s) of the Common Securities will be entitled to receive distributions upon any such liquidation pro rata with the holders of the Capital Securities, except that if an Indenture Event of Default (as defined herein) has occurred and is continuing, the Capital Securities will have a priority over the Common Securities. See "Description of Capital Securities--Liquidation Distribution Upon Dissolution."

AVAILABLE INFORMATION

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 reports, proxy statements and other information with the Securities and Exchange Commission ("Commission"). Reports, proxy statements and other information concerning the Company can be inspected and copied at prescribed rates at the Commission's Public Reference Room, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, as well as the following Regional Offices of the Commission: 7 World Trade Center, 13th Floor, New York, New York 10048; and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material may be obtained by mail from the Commission's Public Reference Section, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. If available, such reports and other information also may be accessed through the Commission's electronic data gathering, analysis and retrieval system ("EDGAR") via electronic means, including the Commission's web site on the Internet (<http://www.sec.gov>). The Common Stock is listed on the NYSE and, as a result, such reports, proxy statements and other information also may be inspected at the offices of the NYSE, 20 Broad Street, New York, New York 10005.

No separate financial statements of the Trust have been included herein. The Company and the Trust do not consider that such financial statements would be material to holders of the Capital Securities because (i) all of the Common Securities of the Trust will be owned, directly or indirectly, by the Company, a reporting company under the Exchange Act, (ii) the Trust has no independent operations but exists for the sole purpose of issuing securities representing undivided beneficial interests in its assets and investing the proceeds thereof in Junior Subordinated Debentures issued by the Company and (iii) the obligations of the Trust under the Capital Securities are guaranteed by the Company to the extent described herein. In addition, the Company does not expect that the Trust will file reports, proxy statements and other information under the Exchange Act with the Commission.

This Prospectus constitutes a part of a Registration Statement on Form S-1 filed by the company with the Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the Capital Securities Offering. This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission, and reference is hereby made to the Registration Statement and to the exhibits thereto for further information with respect to the Company, the Trust and the Capital Securities. The Company also has filed a Registration Statement on Form S-1 with the Commission under the Securities Act in connection with the Common Stock Offering. Reference is made to such Registration Statement and to the exhibits thereto for further information with respect to the Common Stock Offering. The foregoing Registration Statements can be inspected and copied at prescribed rates at the Commission, or accessed via EDGAR, in the manner set forth above.

PROSPECTUS SUMMARY

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION, RISK FACTORS AND FINANCIAL STATEMENTS, INCLUDING THE RELATED NOTES, APPEARING ELSEWHERE IN THIS PROSPECTUS. UNLESS OTHERWISE INDICATED, ALL INFORMATION IN THIS PROSPECTUS ASSUMES NO EXERCISE OF OUTSTANDING EMPLOYEE STOCK OPTIONS TO PURCHASE AN AGGREGATE OF 689,477 SHARES OF COMMON STOCK AS OF MARCH 31, 1997.

THE COMPANY

GENERAL

The Company is a specialty financial services company which is engaged, on a nationwide basis, primarily in the business of acquiring, servicing and resolving non-performing and underperforming single and multi-family residential and commercial real estate loans and in selected mortgage lending activities involving servicing-intensive loan products. Since commencing its loan resolution activities in mid-1991, the Company has acquired over \$3.81 billion gross principal amount of distressed loans and currently ranks (based on 1996 loan acquisition volume) as the largest purchaser of domestic distressed residential and commercial real estate loan portfolios in the United States. During the past year, the Company also has begun servicing distressed mortgage loans for others on a fee basis. The Company believes that it is currently the leading servicer of distressed mortgage loans in the United States with a servicing portfolio of 38,670 loans aggregating approximately \$2.59 billion in gross principal amount at March 31, 1997 (including loans serviced for the Company's joint ventures).

The Company's operations are based on the intensive use of technology and proprietary information systems to acquire, manage and resolve distressed assets and other servicing-intensive mortgage products on the most efficient basis possible. The Company began its focus in this area in the early 1990s through the acquisition and resolution of loan portfolios of troubled financial institutions. The Company believes that its specialized focus and investment in technology infrastructure has enabled it to become one of the most efficient servicers of distressed mortgage assets in the industry. Currently, the Company is one of only five special servicers of commercial mortgage loans to have received a rating of "strong" from Standard & Poor's Ratings Services ("Standard & Poor's"). In addition, the Company is rated a Tier 1 servicer and as a preferred servicer for high-risk mortgages by the Federal Home Loan Mortgage Corporation ("FHLMC"), the highest rating categories.

The Company's business is conducted primarily through its wholly-owned subsidiary, Ocwen Federal Bank FSB (the "Bank"), which operates through a single branch. Through the Bank the Company is able to access a diversified base of funding sources and maintain high levels of available liquidity. The Company's primary funding comes from brokered certificates of deposit obtained through national and regional investment banking firms and, to a lesser extent, from direct solicitations by the Company, as well as from Federal Home Loan Bank ("FHLB") advances, reverse repurchase agreements and asset securitizations (which have totaled over \$1 billion since 1993). The Company believes that these non-branch dependent funding sources provide it with effective asset/liability management tools and have an effective cost that is more attractive than deposits obtained through a branch network after the general and administrative costs associated with operating a branch network are taken into account.

RECENT OPERATING RESULTS

As the Company's specialized businesses have grown in recent years, its profitability has increased substantially. The Company's core earnings (representing income from continuing operations exclusive of the one-time assessment to recapitalize the Savings Association Insurance Fund ("SAIF") in 1996 and gains from the sale of branch offices in 1995 and 1994, net of related income taxes and profit sharing expense) increased from \$24.0 million in 1994 to \$54.1 million in 1996 and to \$17.0 million in the first quarter of 1997. During this period, the Company's return on average assets increased from 1.40% to 2.61% and its return on average equity increased from 20.06% to 32.05% (in each case based on core earnings). The Company's specialized focus, its emphasis on technology and automated systems and the economies of scale it has been able to achieve also have enabled it to operate at a high level of efficiency: the Company's efficiency ratio based on core earnings

improved from 64.1% in 1994 to 41.3% and 42.8% during 1996 and the first quarter of 1997, respectively. At March 31, 1997, the Company had total assets of \$2.65 billion, total deposits of \$2.11 billion and stockholders' equity of \$225.2 million.

STRATEGY

The Company believes that the current trend toward the sale or outsourcing of servicing by financial institutions and government agencies of non-performing and underperforming loans will continue to grow, particularly in the event that credit quality for some product lines (such as sub-prime mortgage loans) deteriorates, and that the Company will be uniquely positioned to take advantage of this growth. The Company's strategy also focuses on leveraging its technology infrastructure and core expertise to expand its activities into related business lines both for itself and on a fee basis for others. Pursuant to this strategy, the Company has, among other things, recently formed a new corporation, Ocwen Asset Investment Corp. ("OAIC"), which is managed by Ocwen Capital Corporation ("OCC"), a newly-formed, wholly-owned subsidiary of the Company, and which elected to be taxed as a real estate investment trust ("REIT") for federal income tax purposes. In May 1997, OAIC successfully completed an initial public offering of its common stock, which resulted in estimated net proceeds of \$283.8 million (inclusive of the amount contributed by the Company for its shares). Currently, the Company owns approximately 9.8% of the outstanding common stock of OAIC and has a warrant to purchase an additional 10% of OAIC's common stock.

BUSINESS ACTIVITIES

The Company considers itself to be involved in a single business segment of providing financial services and conducts a wide variety of business within this segment. The Company's primary business activities currently consist of discounted loan acquisition and resolution, multi-family residential and commercial real estate lending, sub-prime single-family residential real estate lending and special servicing of mortgage loans for others.

DISCOUNTED LOAN ACQUISITION AND RESOLUTION. The Company has established a core expertise in the acquisition and resolution of non-performing or underperforming single-family residential, multi-family residential and commercial real estate loans, which generally are purchased at a discount to both the unpaid principal amount of the loan and the estimated value of the security property ("discounted loans"). The Company acquires discounted loans from a wide variety of sources in the private sector and governmental agencies such as the U.S. Department of Housing and Urban Development ("HUD") and, to a lesser extent, the Federal Deposit Insurance Corporation ("FDIC"). The Company believes that its experience in the acquisition and resolution of discounted loans, its investment in a state-of-the-art computer infrastructure and related technology which is utilized in this business and its national reputation and nationwide presence in this area make it one of the leaders in this relatively new and evolving business. Between commencing these activities in mid-1991 and March 31, 1997, the Company has acquired over \$3.81 billion of gross principal amount of discounted loans. In addition, in 1996, BCBF, L.L.C. ("LLC"), a joint venture which is 50% owned by the Company, acquired discounted single-family residential loans having an aggregate unpaid principal balance of \$741.2 million from the Federal Housing Administration ("FHA"), a division of HUD. At March 31, 1997, the Company's discounted loan acquisition and resolution activities were comprised of its discounted loan portfolio, which amounted to \$1.28 billion (net of \$264.6 million of unaccreted discount and a \$16.8 million allowance for loan losses), \$96.4 million of real estate owned related to discounted loans and a \$32.3 million net investment in LLC, which in the aggregate amounted to \$1.41 billion or 53.2% of the Company's total assets.

MULTI-FAMILY RESIDENTIAL AND COMMERCIAL REAL ESTATE LENDING. The Company's lending activities emphasize loans secured by multi-family residential and commercial real estate located nationwide. Recently, the Company transferred the operations associated with its large multi-family residential and commercial real estate lending activities (which generally involve loans with balances in excess of \$3.0 million) from the Bank to OCC. In conducting multi-family residential and commercial real estate lending activities, the Company generally seeks to emphasize types of loans and/or lending in geographic areas which, for various reasons, may not be currently

emphasized by other lenders and which thus offer attractive returns to the Company relative to other investments. The loans currently emphasized by the Company include loans secured by existing hotels and office buildings, as well as loans for the construction and rehabilitation of hotels and multi-family residential properties. At March 31, 1997, the Company's multi-family residential and commercial real estate loans aggregated \$347.1 million, net, or 13.1% of the Company's total assets. The Company also utilizes its multi-family residential lending and other expertise to make investments in low-income housing tax credit partnerships which own projects which have been allocated tax credits under the Internal Revenue Code of 1986, as amended (the "Code"). Such investments amounted to \$99.9 million or 3.8% of the Company's total assets at March 31, 1997.

SUBPRIME SINGLE-FAMILY RESIDENTIAL LENDING. During 1995, the Company established a program which focuses on the origination or purchase on a nationwide basis of single-family residential loans made to borrowers who have substantial equity in the properties which secure the loans but who, because of prior credit problems, the absence of a credit history or other factors, are unable or unwilling to qualify as borrowers under federal agency guidelines ("sub-prime loans"). The Company utilizes the expertise, technology and other resources which it has developed in connection with the acquisition and resolution of discounted loans in conducting these activities, and believes that the higher risk of default generally associated with these loans, as compared to loans which conform to the requirements established by federal agencies in order to acquire loans, is more than offset by the higher yields on these loans and the higher amount of equity which the borrowers have in the properties which secure these loans. Between commencing these activities in late 1994 and March 31, 1997, the Company purchased or originated an aggregate of \$598.8 million of sub-prime single-family residential loans. Recently, the Company consolidated its sub-prime single-family residential lending operations within Ocwen Financial Services, Inc. ("OFS"), a newly-formed, 80% owned subsidiary of the Company which acquired substantially all of the assets of Admiral Home Loan ("Admiral"), the Company's primary correspondent mortgage banking firm for sub-prime single-family residential loans, in a transaction which closed on May 1, 1997. See "Business-- Subsidiaries." OFS currently maintains 17 loan production offices in six states and plans on opening an additional 10 such offices in 1997. The Company classifies its sub-prime single-family residential loans as available for sale because, subject to market conditions, it generally intends to sell such loans or to securitize such loans and sell substantially all of the securities backed by such loans. The Company realized gains of \$2.7 million and \$7.8 million from the sale of sub-prime single-family residential loans or securities resulting from the securitization of such loans during the three months ended March 31, 1997 and the year ended December 31, 1996, respectively. At March 31, 1997, the Company's sub-prime single-family residential loans amounted to \$76.1 million or 2.9% of the Company's total assets.

SPECIAL SERVICING OF MORTGAGE LOANS FOR OTHERS. The Company has developed a program to provide loan servicing, including asset management and resolution services, to third party owners of non-performing, underperforming and subprime assets. The amount of loans serviced by the Company for others increased from \$361.6 million at December 31, 1995 to \$1.92 billion at December 31, 1996 and to \$2.59 billion at March 31, 1997. These increases have resulted in servicing fees and other charges, which consist primarily of loan servicing and related fees, increasing from \$2.9 million during 1995 to \$4.7 million during 1996 and to \$5.2 million during the three months ended March 31, 1997. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Non-interest Income" and "Business--Loan Servicing Activities."

RISK FACTORS

See "Risk Factors" for a discussion of certain factors that should be considered carefully by prospective purchasers of the Capital Securities.

THE CAPITAL SECURITIES OFFERING

The Trust.....	Ocwen Capital Trust I, a Delaware statutory business trust. The sole assets of the Trust will be the Junior Subordinated Debentures.
Securities Offered.....	% Capital Securities evidencing undivided beneficial ownership interests in the assets of the Trust. The holders thereof will be entitled to a preference in certain circumstances with respect to Distributions and amounts payable on redemption or liquidation over the Common Securities.
Distributions.....	Holders of the Capital Securities will be entitled to receive cumulative cash distributions at an annual rate of % of the liquidation amount of \$1,000 per Capital Security, accruing from the date of original issuance and payable semi-annually in arrears on and of each year commencing on , 1997. The distribution rate and the distribution and other , payment dates for the Capital Securities will correspond to the interest rate and interest and other payment dates on the Junior Subordinated Debentures. See "Description of Capital Securities."
Junior Subordinated Debentures.....	The Trust will invest the proceeds from the issuance of the Capital Securities and Common Securities in an equivalent amount of % Junior Subordinated Debentures of the Company. The Junior Subordinated Debentures will mature on , 2027. The Junior Subordinated Debentures will rank subordinate and junior in right of payment to all Senior Indebtedness of the Company. In addition, the Company's obligations under the Junior Subordinated Debentures will be structurally subordinated to all existing and future liabilities and obligations of its subsidiaries. See "Risk Factors--Ranking of Subordinate Obligations Under the Guarantee and the Junior Subordinated Debentures," "Risk Factors--Limited Sources for Payments on Junior Subordinated Debentures and Non-Banking Activities" and "Description of Junior Subordinated Debentures--Subordination."
Guarantee.....	Payment of distributions out of moneys held by the Trust, and payments on liquidation of the Trust or the redemption of Capital Securities, are guaranteed by the Company to the extent the Trust has funds available therefor. If the Company does not make principal or interest payments on the Junior Subordinated Debentures, the Trust will not have sufficient funds to make Distributions (as defined herein) on the Capital Securities, in which event the Guarantee shall not apply to such Distributions until the Trust has sufficient funds available therefor. The Company's obligations under the Guarantee, taken together with its obligations under the Junior Subordinated Debentures and the Indenture, including its obligation to pay all costs, expenses and liabilities of the Trust (other than with respect to the Capital Securities), constitute a full and unconditional guarantee of all of the Trust's obligations under the Capital Securities. See "Description of Guarantee" and "Relationship Among the Capital Securities, the Junior Subordinated Debentures and the Guarantee." The obligations of the Company under the Guarantee are subordinate and junior in right of payment to all Senior Indebtedness of the Company. See "Risk Factors-- Ranking of Subordinated Obligations Under the Guarantee and the Junior Subordinated Debentures" and "Description of Guarantee."

Right to Defer Interest..... The Company has the right to defer payment of interest on the Junior Subordinated Debentures by extending the interest payment period on the Junior Subordinated Debentures, from time to time, for up to 10 consecutive semi-annual periods. There could be multiple Extension Periods of varying lengths throughout the term of the Junior Subordinated Debentures. If interest payments on the Junior Subordinated Debentures are so deferred, distributions on the Capital Securities will also be deferred for an equivalent period and the Company may not, and may not permit any subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities that rank PARI PASSU with or junior to the Junior Subordinated Debentures or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks PARI PASSU with or junior to the Junior Subordinated Debentures (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock, (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans). During an Extension Period, interest on the Junior Subordinated Debentures will continue to accrue (and the amount of Distributions to which holders of the Capital Securities are entitled will accumulate) at the rate of % per annum, compounded semi-annually. During an Extension Period, holders of Capital Securities will be required to include the stated interest on their pro rata share of the Junior Subordinated Debentures in their gross income as original issue discount ("OID") even though the cash payments attributable thereto have not been made. See "Description of Junior Subordinated Debentures--Option to Extend Interest Payment Period" and "Certain United States Federal Income Tax Consequences--Original Issue Discount."

Redemption..... The Junior Subordinated Debentures are redeemable by the Company in whole or in part on or after , 2007, or at any time, in whole but not in part, upon the occurrence of a Special Event, in either case, subject to the receipt of any necessary prior regulatory approval. If the Junior Subordinated Debentures are redeemed, the Trust must redeem Trust Securities having an aggregate liquidation amount equal to the aggregate principal amount of the Junior Subordinated Debentures so redeemed. The Trust Securities will be redeemed upon maturity of the Junior Subordinated

Debentures. See "Description of Capital Securities--Redemption--Mandatory Redemption" and "--Special Event Redemption or Distribution of Junior Subordinated Debentures."

Liquidation of the Trust.... Upon the occurrence and continuation of a Special Event, the Company will have the right, subject to the receipt of any necessary prior regulatory approval, to dissolve the Trust and, after satisfaction of claims of creditors of the Trust, if any, as required by applicable law, cause the Junior Subordinated Debentures to be distributed to the holders of the Capital Securities and the Common Securities in liquidation of the Trust. If the Junior Subordinated Debentures are distributed to the holders of Capital Securities upon the liquidation of the Trust, the Company will use its best efforts to list the Junior Subordinated Debentures on such stock exchanges, if any, on which the Capital Securities are then listed. See "Description of Capital Securities--Redemption-- Special Event Redemption or Distribution of Junior Subordinated Debentures." In the event of the liquidation of the Trust, after satisfaction of the claims of creditors of the Trust, if any, as provided by applicable law, the holders of the Capital Securities will be entitled to receive a liquidation amount of \$1,000 per Capital Security plus accumulated and unpaid Distributions thereon to the date of payment, which may be in the form of a distribution of such amount in Junior Subordinated Debentures as described above. If such Liquidation Distribution (as defined herein) can be paid only in part because the Trust has insufficient assets available to pay in full the aggregate Liquidation Distribution, then the amounts payable directly by the Trust on the Capital Securities shall be paid on a pro rata basis. The holder(s) of the Common Securities will be entitled to receive distributions upon any such liquidation pro rata with the holders of the Capital Securities, except that if an Indenture Event of Default has occurred and is continuing, the Capital Securities shall have a priority over the Common Securities. See "Description of Capital Securities--Liquidation Distribution Upon Dissolution."

Use of Proceeds..... The proceeds to the Trust from the offering of the Capital Securities will be \$125 million. All of the proceeds from the sale of the Capital Securities and the Common Securities will be invested by the Trust in the Junior Subordinated Debentures. The estimated net proceeds received by the Company from the Capital Securities Offering of approximately \$, as well as the estimated \$ of net proceeds from the Common Stock Offering (\$ if the Common Stock Underwriters' over-allotment options are exercised in full), will be used by the Company primarily to fund discounted loan acquisition and other lending and investment activities which are currently conducted by the Company through non-banking subsidiaries of the Company and the Bank and to develop related businesses. In addition, a portion of the net proceeds from the Offerings also could be used to acquire other businesses, including other financial institutions, mortgage banking companies, particularly those which are engaged in sub-prime single-family residential lending activities, and companies which have software or other technology which would enhance the Company's ability to conduct loan servicing and other activities. Although the Company evaluates potential acquisition opportunities from time to time, currently there are no agreements, arrangements or understandings with regard to any such transaction. See "Use of Proceeds."

SUMMARY SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)

The following tables present selected consolidated financial and other data of the Company at the dates and for the periods indicated. The historical operations and balance sheet data at and for the years ended December 31, 1996, 1995, 1994, 1993 and 1992 have been derived from consolidated financial statements audited by Price Waterhouse LLP, independent certified public accountants. The historical operations and balance sheet data at and for the three months ended March 31, 1997 and 1996 have been derived from unaudited consolidated financial statements and include all adjustments, consisting only of normal recurring accruals, which the Company considers necessary for a fair presentation of the Company's results of operations for these periods. Operating results for the three months ended March 31, 1997 are not necessarily indicative of the results that may be expected for any other interim period or the entire year ending December 31, 1997. The selected consolidated financial and other data should be read in conjunction with, and is qualified in its entirety by reference to, the information in the Consolidated Financial Statements and related notes set forth elsewhere herein.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,			
	1997	1996	1996	1995(1)	1994(1)	1993(2)
OPERATIONS DATA:						
Interest income.....	\$ 54,527	\$ 47,956	\$ 193,894	\$ 137,275	\$ 131,458	\$ 78,923
Interest expense.....	37,164	28,132	116,160	84,060	62,598	35,306
Net interest income.....	17,363	19,824	77,734	53,215	68,860	43,617
Provision for loan losses (3).....	9,742	9,407	22,450	1,121	--	--
Net interest income after provision for loan losses.....	7,621	10,417	55,284	52,094	68,860	43,617
Gains on sales of interest-earning assets, net.....	16,778	5,017	21,682	6,955	5,727	8,386
Gain on sale of branch offices.....	--	--	--	5,430	62,600	--
Income (loss) on real estate owned, net.....	(794)	(1,916)	3,827	9,540	5,995	(1,158)
Fees on financing transactions (4).....	--	--	--	--	--	15,340
Other non-interest income.....	5,367	191	11,766	9,255	7,253	13,304
Total non-interest income.....	21,351	3,292	37,275	31,180	81,575	35,872
Non-interest expenses.....	22,697	11,683	69,578	45,573	68,858	41,859
Equity in earnings of investment in joint ventures(5).....	14,372	--	38,320	--	--	--
Income from continuing operations before income taxes.....	20,647	2,026	61,301	37,701	81,577	37,630
Income tax expense (benefit).....	3,606	(1,003)	11,159	4,562	29,724	10,325
Income from continuing operations.....	17,041	3,029	50,142	33,139	51,853	27,305
Discontinued operations (6).....	--	--	--	(7,672)	(4,514)	(2,270)
Extraordinary gains.....	--	--	--	--	--	1,538
Cumulative effect of a change in accounting principle.....	--	--	--	--	--	(1,341)
Net income.....	\$ 17,041	\$ 3,029	\$ 50,142	\$ 25,467	\$ 47,339	\$ 25,232
Income per share:						
Continuing operations.....	\$ 0.63	\$ 0.11	\$ 1.88	\$ 1.19	\$ 1.52	\$ 0.80
Net income.....	\$ 0.63	\$ 0.11	\$ 1.88	\$ 0.91	\$ 1.39	\$ 0.73

	1992
OPERATIONS DATA:	
Interest income.....	\$ 71,723
Interest expense.....	28,148
Net interest income.....	43,575
Provision for loan losses (3).....	--
Net interest income after provision for loan losses.....	43,575
Gains on sales of interest-earning assets, net.....	8,842
Gain on sale of branch offices.....	--
Income (loss) on real estate owned, net.....	1,050
Fees on financing transactions (4).....	6,760
Other non-interest income.....	8,130
Total non-interest income.....	24,782
Non-interest expenses.....	32,468

Equity in earnings of investment in joint ventures(5).....	--

Income from continuing operations before income taxes.....	35,889
Income tax expense (benefit).....	11,552

Income from continuing operations.....	24,337
Discontinued operations (6).....	(1,946)
Extraordinary gains.....	2,963
Cumulative effect of a change in accounting principle.....	--

Net income.....	\$ 25,354

Income per share:	
Continuing operations.....	\$ 0.68

Net income.....	\$ 0.71

	MARCH 31, 1997	DECEMBER 31,				
	1996	1995(1)	1994(1)	1993(2)	1992	
	-----	-----	-----	-----	-----	-----
BALANCE SHEET DATA:						
Total assets.....	\$2,649,471	\$2,483,685	\$1,973,590	\$1,226,403	\$1,396,677	\$833,117
Securities available for sale (7).....	348,066	354,005	337,480	187,717	527,183	340,404
Loans available for sale (7)(8).....	88,511	126,366	251,790	102,293	101,066	754
Investment securities, net.....	11,201	8,901	18,665	17,011	32,568	30,510
Mortgage-related securities held for investment, net.....	--	--	--	91,917	121,550	114,046
Loan portfolio, net (8).....	422,232	402,582	295,605	57,045	88,288	41,015
Discounted loan portfolio (8).....	1,280,972	1,060,953	669,771	529,460	303,634	213,038
Investment in low-income housing tax credit interests.....	99,924	93,309	81,362	49,442	16,203	--
Real estate owned, net (9).....	98,466	103,704	166,556	96,667	33,497	4,710
Investment in joint ventures, net (5).....	33,367	67,909	--	--	--	--
Excess of cost over net assets acquired, net.....	--	--	--	--	10,467	11,825
Deposits.....	2,106,829	1,919,742	1,501,646	1,023,268	871,879	339,622
Borrowings and other interest-bearing obligations.....	265,196	300,518	272,214	25,510	373,792	361,799
Stockholders' equity.....	225,156	203,596	139,547(10)	153,383	111,831	94,396

	AT OR FOR THE THREE MONTHS ENDED MARCH 31,			AT OR FOR THE YEAR ENDED DECEMBER 31,			
	1997	1996	1996	1995(1)	1994(1)	1993(2)	1992
OTHER DATA (11):							
Average assets(12).....	\$ 2,607,854	\$ 1,956,202	\$ 2,013,283	\$ 1,521,368	\$ 1,714,953	\$ 1,152,655	\$ 712,542
Average equity.....	212,706	141,374	161,332	121,291	119,500	97,895	82,460
Return on average assets (12)(13):							
Income from continuing operations.....	2.61%	0.62%	2.35%	2.18%	3.02%	2.37%	3.42%
Net income.....	2.61	0.62	2.35	1.67	2.76	2.19	3.56
Return on average equity (13):							
Income from continuing operations.....	32.05	8.57	31.08	27.32	43.39	27.89	29.51
Net income.....	32.05	8.57	31.08	21.00	39.61	25.77	30.75
Average equity to average assets(12)....	8.16	7.23	8.01	7.97	6.97	8.49	11.57
Net interest spread.....	3.48	5.30	5.46	5.25	4.86	4.05	4.66
Net interest margin.....	3.20	4.89	4.84	4.54	4.75	4.30	6.06
Efficiency ratio (14).....	42.76	50.54	45.38	54.00	45.77	52.66	47.50
Non-performing loans to loans at end of period (15).....	2.15	1.16	0.56	1.27	4.35	3.71	8.32
Allowance for losses on loans to loans at end of period.....	1.13	0.94	0.87	0.65	1.84	0.99	1.80
Allowance for losses on discounted loans to discounted loans at end of period.....	1.30	1.26	1.08	--	--	--	--
Bank regulatory capital ratios at end of period:							
Tangible.....	9.48	6.99	9.33	6.52	11.28	5.25	6.94
Core (Leverage).....	9.48	6.99	9.33	6.52	11.28	6.00	6.94
Risk-based.....	13.22	11.41	12.85	11.80	14.74	13.31	21.29

- (1) Financial data at December 31, 1995 and 1994 reflects the Company's sale of two and twenty-three branch offices which resulted in the transfer of deposits of \$111.7 million and \$909.3 million, respectively, and resulted in a gain on sale of \$5.4 million and \$62.6 million during 1995 and 1994, respectively. Operations data for 1995 and 1994 reflects the gains from these transactions. Exclusive of these gains and related income taxes and profit sharing expense, the Company's income from continuing operations would have been \$30.3 million and \$24.0 million during 1995 and 1994, respectively. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations."
- (2) Balance sheet data at December 31, 1993 reflects the merger of Berkeley Federal Savings Bank ("Old Berkeley") into the Bank on June 3, 1993, and operations data for the year ended December 31, 1993 reflects the operations of Old Berkeley from the date of merger. This transaction was accounted for using the purchase method of accounting.
- (3) The provision for loan losses in the three months ended March 31, 1997 and 1996 and the year ended December 31, 1996 consists primarily of \$8.4 million, \$8.7 million and \$20.6 million related to the Company's discounted loan portfolio, respectively. Beginning in the first quarter of 1996, the Company began recording general valuation allowances on discounted loans. See "Management Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Provision for Loan Losses."
- (4) Represents a portion of the amounts paid to the Company in connection with the Company's acquisition of certain mortgage-related securities which generate taxable income in the first several years of the instrument's life and tax losses of an equal amount thereafter, but have minimal or no cash flows. Commencing in 1994, such amounts are deferred and recognized in interest income on a level yield basis over the expected life of that portion of the deferred tax asset which relates to tax residuals.
- (5) Relates primarily to the Company's investment in LLC, a joint venture formed to acquire loans from HUD. At March 31, 1997 and December 31, 1996, the net discounted loans held by such joint venture amounted to \$48.6 million and \$110.7 million, respectively. All of such loans are classified as available for sale. See "Business--Investment in Joint Ventures."
- (6) In September 1995 the Company announced its decision to dispose of its automated banking division, which was substantially complete at December 31, 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Discontinued Operations" and Note 3 to the Consolidated Financial Statements.
- (7) Securities available for sale were carried at market value at March 31, 1997 and December 31, 1996, 1995, 1994 and 1993 and amortized cost at December 31, 1992. Loans available for sale are carried at the lower of cost or market value.
- (8) The discounted loan portfolio consists of mortgage loans purchased at a discount to the unpaid debt, most of which were non-performing or under-performing at the date of acquisition. The loan portfolio and loans available for sale consist of other loans which were originated or purchased by the Company for investment or for potential sale, respectively. See "Business-- Discounted Loan Acquisition and Resolution Activities" and "--Lending Activities," respectively. Data related to discounted loans does not include discounted loans held by LLC.
- (9) Real estate owned consists of properties acquired by foreclosure or by deed-in-lieu thereof on loans and is primarily attributable to the Company's discounted loan acquisition and resolution business.
- (10) Reflects the Company's repurchase of 8,815,060 shares of Common Stock during 1995 for an aggregate of \$42.0 million.
- (11) Ratios for periods subsequent to 1992 are based on average daily balances during the periods and ratios for 1992 are based on month-end balances.

Ratios for the three months ended March 31, 1997 and 1996 are annualized where appropriate.

- (12) Includes the Company's pro rata share of the average assets held by LLC.
- (13) Exclusive of a one-time assessment to recapitalize the SAIF in 1996 and gains from the sale of branch offices in 1995 and 1994 and related income taxes and profit sharing expense, (i) return on average assets on income from continuing operations amounted to 2.54%, 2.00% and 1.40% during 1996, 1995 and 1994, respectively, and (ii) return on average equity on income from continuing operations amounted to 33.35%, 25.02% and 20.06% during 1996, 1995 and 1994, respectively.
- (14) The efficiency ratio represents non-interest expense divided by the sum of net interest income before provision for loan losses, non-interest income and equity in earnings of investment in joint venture. Exclusive of the SAIF assessment in 1996 and gains from the sales of branch offices in 1995 and 1994 and related income taxes and profit sharing expense, the efficiency ratio amounted to 41.33%, 56.34% and 64.14% during 1996, 1995 and 1994, respectively.
- (15) Non-performing loans and total loans do not include loans in the Company's discounted loan portfolio or loans available for sale.

SUMMARY OF RECENT DEVELOPMENTS
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)

The following tables present selected consolidated financial and other data of the Company at the dates and for the periods indicated. The historical operations and balance sheet data at and for the three and six months ended June 30, 1997 and 1996 have been derived from unaudited consolidated financial statements and include all adjustments, consisting only of normal recurring accruals, which the Company considers necessary for a fair presentation of the Company's results of operations for these periods. Operating results for the three and six months ended June 30, 1997 are not necessarily indicative of the results that may be expected for any other interim period or the entire year ending December 31, 1997. The selected consolidated financial and other data should be read in conjunction with, and is qualified in its entirety by reference to, the information in the Consolidated Financial Statements and related notes set forth elsewhere herein.

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	1997	1996	1997	1996
OPERATIONS DATA:				
Interest income.....	\$ 66,942	\$ 51,502	\$ 121,469	\$ 99,457
Interest expense.....	38,868	26,904	76,032	55,036
Net interest income.....	28,074	24,598	45,437	44,421
Provision for loan losses.....	7,909	4,964	17,651	14,370
Net interest income after provision for loan losses.....	20,165	19,634	27,786	30,051
Gains on sales of interest- earning assets, net.....	23,365	4,584	40,143	9,601
Income (loss) on real estate owned, net.....	4,629	887	3,835	(1,028)
Other non-interest income.....	5,295	2,597	10,662	2,788
Total non-interest income.....	33,289	8,068	54,640	11,361
Non-interest expenses.....	31,080	13,870	53,777	25,554
Equity in earnings of investment in joint ventures(1).....	1,301	1,078	15,674	1,078
Income before income taxes.....	23,675	14,910	44,323	16,936
Income tax expense.....	5,126	2,911	8,733	1,910
Minority interest in net loss of consolidated subsidiary.....	(243)	--	(243)	--
Net income.....	\$ 18,792	\$ 11,999	\$ 35,833	\$ 15,026
Income per share(2).....	\$ 0.69	\$ 0.45	\$ 1.32	\$ 0.57

	JUNE 30, 1997	DECEMBER 31, 1996
BALANCE SHEET DATA:		
Total assets.....	\$2,786,879	\$2,483,685
Securities available for sale.....	263,412	354,005
Loans available for sale(3).....	103,627	126,366
Investment securities, net.....	38,821	8,901
Loan portfolio, net(3).....	433,663	402,582
Discounted loan portfolio(3).....	1,295,120	1,060,953
Investment in low-income housing tax credit interests.....	101,204	93,309
Real estate owned, net(4).....	117,703	103,704
Investment in joint ventures, net(1).....	27,588	67,909
Excess of cost over net assets acquired, net.....	11,040	--
Deposits.....	2,198,603	1,919,742
Borrowings and other interest-bearing obligations.....	286,972	300,518
Stockholders' equity.....	243,864	203,596

	AT OR FOR THE THREE MONTHS ENDED JUNE 30,		AT OR FOR THE SIX MONTHS ENDED JUNE 30,	
	1997	1996	1997	1996
OTHER DATA(5):				
Average assets(6).....	\$2,732,315	\$1,896,986	\$2,671,306	\$1,924,701
Average equity.....	232,758	148,599	222,386	145,399
Return on average assets(6).....	2.75%	2.27%	2.68%	1.48%
Return on average equity.....	32.29	32.30	32.23	20.67
Average equity to average assets(6).....	8.52	7.83	8.32	7.55
Net interest spread(7).....	4.84	7.05	4.18	6.13
Net interest margin.....	4.81	6.48	4.04	5.65
Efficiency ratio(8).....	49.60	41.10	46.46	44.94
Non-performing loans to loans at end of period(9).....	2.06	0.77	2.06	0.77
Allowance for losses on loans to loans at end of period.....	1.13	0.91	1.13	0.91
Allowance for losses on discounted loans to discounted loans at end of period.....	1.51	1.57	1.51	1.57
Bank regulatory capital ratios at end of period:				
Tangible.....	9.40	6.74	9.40	6.74
Core(Leverage).....	9.40	6.74	9.40	6.74
Risk-based.....	13.81	13.61	13.81	13.61

(1) Relates primarily to the Company's investment in LLC, a joint venture formed to acquire loans from HUD. At June 30, 1997 and December 31, 1996, the net discounted loans held by such joint venture amounted to \$36.9 million and \$110.7 million, respectively. All of such loans are classified as available for sale. See "Business--Investment in Joint Ventures."

(2) Based upon weighted average number of shares of Common Stock outstanding of 27,063,761 and 26,398,127 during the three months ended June 30, 1997 and 1996, respectively, and 27,068,563 and 26,397,920 during the six months ended June 30, 1997 and 1996, respectively.

(3) The discounted loan portfolio consists of mortgage loans purchased at a discount to the unpaid debt, most of which were non-performing or under-performing at the date of acquisition. The loan portfolio and loans available for sale consist of other loans which were originated or purchased by the Company for investment or for potential sale, respectively. See "Business-Discounted Loan Acquisition and Resolution Activities" and "-Lending Activities," respectively. Data related to discounted loans does not include discounted loans held by LLC.

(4) Real estate owned consists of properties acquired by foreclosure or by deed-in-lieu thereof on loans and is primarily attributable to the Company's discounted loan acquisition and resolution business.

(5) Ratios are based on average daily balances during the periods and are annualized where appropriate.

(6) Includes the Company's pro rata share of the average assets held by LLC.

(7) The Company ceased accretion of discount on non-performing discounted single-family residential loans effective January 1, 1997. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations-- Net Interest Income" and "--Recent Regulatory Developments." Discount accretion on non-performing discounted single-family residential loans amounted to \$2.0 million or 125 basis points in yield during the three months ended March 31, 1996, \$3.0 million or 203 basis points in yield during the three months ended June 30, 1996 and \$5.0 million or 162 basis points in yield during the six months ended June 30, 1996.

(8) The efficiency ratio represents non-interest expense divided by the sum of net interest income before provision for loan losses, non-interest income and equity in earnings of investment in joint venture.

(9) Non-performing loans and total loans do not include loans in the Company's discounted loan portfolio or loans available for sale.

RESULTS OF OPERATIONS

NET INTEREST INCOME. Net interest income before provision for loan losses increased by \$3.5 million or 14% during the second quarter of 1997 as compared to the second quarter of 1996. The increase was due to a 54% increase in average earning assets (primarily in the discounted loan portfolio), which offset a 221 basis point decrease in the net interest spread. Interest income of \$66.9 million for the second quarter of 1997 increased by \$15.4 million or 30% over that of the second quarter of 1996 as a result of an \$816.5 million or 54% increase in the average balance of interest-earning assets, which was offset in part by a 210 basis point decline in the weighted average yield earned. The weighted average yield on interest-earning assets was 11.47% and 13.57% in the second quarter of 1997 and 1996, respectively, and 10.79% and 12.65% in the first six months of 1997 and 1996, respectively. The decline in yields for these periods in 1997 was primarily attributable to increases in the average balance of discounted single-family residential loans and the Company's decision to cease accretion of discount on non-performing discounted single-family residential loans effective January 1, 1997. As a result of the Company's decision to cease accretion of discount, the Company now recognizes income on such loans at the time cash is received or the loan is sold rather than over the anticipated holding period. Discount accretion on non-performing discounted single-family residential loans amounted to \$3.0 million or 162 basis points in yield during the second quarter of 1996.

Interest expense of \$38.9 million for the second quarter of 1997 increased by \$12.0 million or 44% over the comparable period in the prior year as a result of a \$695.9 million or 42% increase in the average balance of interest-bearing liabilities and an 11 basis point increase in the weighted average rate paid. For the first six months of 1997, interest expense amounted to \$76.0 million, a \$21.0 million or 38% increase over the same period in the prior year.

PROVISION FOR LOAN LOSSES. The Company's provision for loan losses amounted to \$7.9 million and \$5.0 million for the second quarter of 1997 and 1996, respectively, and \$17.7 million and \$14.4 million for the first six months of 1997 and 1996, respectively. At June 30, 1997, the Company had allowances for losses of \$19.9 million and \$5.4 million on its discounted loan and loan portfolios, respectively, which amounted to 1.5% and 1.1% of the respective balances. The Company maintained reserves of 1.1% and 0.9% on its discounted loan and loan portfolios, respectively, at December 31, 1996.

NON-INTEREST INCOME. Non-interest income of \$33.3 million for the second quarter of 1997 increased by \$25.2 million from that of the second quarter of 1996 primarily due to an \$18.8 million increase in gains on sales of interest-earning assets and a \$3.4 million increase in servicing fees and other charges. Gains on sales of interest-earning assets for the second quarter of 1997 of \$23.4 million were primarily comprised of a \$16.8 million net gain recognized in connection with the securitization of 1,783 discounted single-family residential loans acquired from HUD with an aggregate unpaid balance of \$170.6 million, a \$4.5 million gain recognized in connection with the securitization of 896 sub-prime single-family residential loans with an aggregate unpaid principal balance of \$104.8 million and a \$2.6 million gain on the sale of mortgage-related securities to OAIC. Gains on sales of interest-earning assets for the first six months of 1997 increased by \$30.5 million from the same period in 1996 and included a \$9.5 million gain earned during the first quarter in connection with the securitization of discounted single-family residential loans acquired from HUD.

Servicing fees and other charges increased \$9.3 million during the first six months of 1997, as compared to the same period in 1996, and included \$1.1 million of fees earned during the first quarter in connection with the set up of loans transferred to the Company for servicing. The increase in servicing fees and other charges reflect an increase in loan servicing and related fees as a result of an increase in loans serviced for others. The average unpaid principal balance of loans serviced for others amounted to \$2.50 billion and \$561.8 million during the second quarter of 1997 and 1996, respectively, and \$2.27 billion and \$450.3 million during the first six months of 1997 and 1996, respectively. The loans serviced by the

Company for others include the loans which back the mortgage-related securities which resulted from the Company's loan securitization transactions during the second quarter of 1997, as discussed above.

OPERATING EXPENSES. Non-interest expense of \$31.1 million for the second quarter of 1997 increased by \$17.2 million or 124% as compared to the same period for 1996. Compensation and employee benefits accounted for \$11.1 million of this increase, as the average number of employees increased to 823 from 373 and the accrual for employee profit sharing expense increased by \$3.3 million over that of the second quarter of 1996. Occupancy and equipment expense increased \$1.8 million, primarily due to an increase in data processing costs and general office equipment expenses. Other operating expenses increased \$3.6 million, primarily due to \$2.5 million of certain one-time charges and a \$766,000 increase in loan related expenses. Non-interest expense of \$53.8 million for the first six months of 1997 increased \$28.2 million or 110% over the comparable period in the prior year, with compensation and employee benefits accounting for \$19.9 million of the increase.

EQUITY IN EARNINGS OF INVESTMENT IN JOINT VENTURES. During the second quarter of 1997, the Company recorded \$1.3 million of income related to its investment in joint ventures, which consist primarily of LLC, as compared to \$1.1 million in the second quarter of 1996. The Company's pro rata share of the income from joint ventures in the second quarter of 1997 consisted primarily of net interest income. Equity in earnings of investment in joint ventures amounted to \$15.7 million for the first six months of 1997 and included \$9.2 million of net gains in the first quarter related to the securitization of discounted single-family residential loans acquired from HUD. The Company acts as the servicer for the loans previously securitized as well as the remaining loans held by LLC.

INCOME TAX EXPENSE. The Company's effective tax rate amounted to 21.65% and 19.52% during the second quarter of 1997 and 1996, respectively and 19.70% and 11.28% during the first six months of 1997 and 1996, respectively. The Company's income tax expense is reported net of tax credits of \$2.9 million and \$2.5 million for the second quarter of 1997 and 1996, respectively, and \$6.5 million and \$4.9 million for the first six months of 1997 and 1996, respectively, resulting from investments in low-income housing tax credit interests. Exclusive of such amounts, the Company's effective tax rate amounted to 34.02% and 36.08% during the second quarter of 1997 and 1996, respectively, and 34.35% and 40.30% for the first six months of 1997 and 1996, respectively.

MINORITY INTEREST. Minority interest in net loss of consolidated subsidiary represents the loss attributable to the 20% interest in OFS not owned by the Company.

OTHER DEVELOPMENTS

In connection with the securitizations of discounted single-family residential loans acquired from HUD and sub-prime single-family residential loans during the second quarter of 1997, the Bank sold the senior classes of securities from these transactions and retained the related subordinate and residual securities, which had an aggregate book value of \$12.9 million at June 30, 1997. In addition, at the same date the Bank held four additional subordinate and residual securities which had an aggregate book value of \$25.1 million. Pursuant to discussions with the OTS, the Bank generally has agreed to dividend to the Company such subordinate and residual securities from time to time pursuant to the OTS capital distribution regulation. At June 30, 1997, the Bank could pay an aggregate of \$11.5 million in dividends to the Company without violating the regulatory capital requirements committed to maintained by the Bank as of such date. As a result of the agreement with the OTS to dividend subordinate and residual securities, however, the Bank currently may not be able to pay any cash dividends to the Company without prior OTS approval. See "Management's Discussion and Analysis of Financial Condition and Results of Operations-- Recent Regulatory Developments" and "Regulation--The Bank--Restrictions on Capital Distributions."

During the second quarter of 1997, the Company consolidated its sub-prime single-family residential lending operations within OFS in connection with its acquisition of substantially all of the assets of

Admiral. See "Business--Lending Activities -Single-family Residential Loans." Goodwill related to this transaction amounted to \$11.0 million at June 30, 1997 and is being amortized on a straight-line basis over a period of 15 years.

On July 17, 1997, the Company entered into a letter of intent to acquire a small, privately-held firm which is engaged primarily in the development of software for the financial services industry, including loan servicing software. The aggregate purchase price would be \$8.0 million, including \$3.5 million which would be contingent on the target meeting certain software development performance criteria, and would be payable in cash and/or securities of the Company, as to be agreed by the parties. This acquisition is subject to the completion of due diligence by the Company to its satisfaction, the negotiation and execution of definitive agreements and the satisfaction of other conditions customary in these types of transactions, and, as a result, there can be no assurance that it will be consummated in the near term or at all.

The Company is currently exploring obtaining an approximately \$20 million line of credit to the Company and an approximately \$500 million line of credit to the Bank. If obtained, these lines of credit will enhance the Company's ability to manage its liquidity and sources of funds to utilize those which are the most cost effective.

The Company has received notice that HUD intends to auction approximately 18,200 single-family residential loans with an aggregate unpaid principal amount of approximately \$1.15 billion in early September 1997. The Company currently intends to submit a bid to acquire all or a substantial portion of these loans with one or more co-investors. There can be no assurance that the Company ultimately will submit a bid or as to the terms thereof, or that any bid by the Company will be successful in whole or in part.

RISK FACTORS

PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW THE FOLLOWING FACTORS, AS WELL AS THE OTHER INFORMATION CONTAINED IN THIS PROSPECTUS, BEFORE DECIDING TO MAKE AN INVESTMENT IN CAPITAL SECURITIES.

THE DISCUSSION IN THIS PROSPECTUS CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS THAT INVOLVE RISKS AND UNCERTAINTIES, SUCH AS STATEMENTS OF THE COMPANY'S PLANS, OBJECTIVES, EXPECTATIONS AND INTENTIONS. THE CAUTIONARY STATEMENTS MADE IN THIS PROSPECTUS, INCLUDING THE RISK FACTORS DISCUSSED BELOW, SHOULD BE READ AS BEING APPLICABLE TO ALL RELATED FORWARD-LOOKING STATEMENTS WHEREVER THEY APPEAR IN THIS PROSPECTUS. THE COMPANY'S ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE DISCUSSED HEREIN. FACTORS THAT COULD CAUSE OR CONTRIBUTE TO SUCH DIFFERENCES INCLUDE THOSE DISCUSSED BELOW, AS WELL AS THOSE DISCUSSED ELSEWHERE HEREIN OR IN THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN.

NO ASSURANCES AS TO CONSISTENCY OF EARNINGS; CHANGING NATURE OF RISKS

GENERAL. The Company's corporate strategy emphasizes the identification, development and management of specialized businesses which the Company believes are not accurately evaluated and priced by the marketplace due to market, economic and competitive conditions. This strategy can result in the entry into or development of businesses and investment in assets which produce substantial initial returns, which generally can be expected to decrease as markets become more efficient in the evaluation and pricing of such businesses and assets. In recent years these businesses have included the Company's discounted loan acquisition and resolution business and investment in various types of mortgage-related securities. The consistency of the operating results of the Company also can be significantly affected by inter-period variations in (i) the amount of assets acquired, particularly discounted loans; (ii) the amount of resolutions of discounted loans, particularly large multi-family residential and commercial real estate loans; (iii) the amount of multi-family residential and commercial real estate loans which mature or are prepaid, particularly loans with terms pursuant to which the Company participates in the profits of the underlying real estate; and (iv) sales by the Company of loans and/or securities acquired from the Company's securitization of loans. In addition, many of the Company's businesses are relatively young and still evolving and involve greater uncertainties and risks of loss than the activities traditionally conducted by savings institutions. As a result, there can be no assurance that there will not be significant inter-period variations in the profitability of the Company's operations.

FLUCTUATIONS IN NON-INTEREST INCOME. In recent years the Company's operating results have been significantly affected by certain non-recurring items of non-interest income. In addition to \$5.4 million and \$62.6 million of gains from sales of branch offices in 1995 and 1994, respectively, in recent periods the Company has earned significant non-interest income from gains on sales of interest-earning assets and real estate owned and other assets. Gains on sales of interest-earning assets amounted to \$16.8 million, \$5.0 million, \$21.7 million, \$7.0 million and \$5.7 million during the three months ended March 31, 1997 and 1996 and the years ended December 31, 1996, 1995 and 1994, respectively, and gains on the sale of real estate owned, which are a component of income (loss) on real estate owned, net, amounted to \$3.9 million, \$3.9 million, \$22.8 million, \$19.0 million and \$21.3 million during the same respective periods. Gains on sales of interest-earning assets and real estate owned generally are dependent on various factors which are not within the control of the Company, including market and economic conditions. As a result, there can be no assurance that the level of gains on sales of interest-earning assets and real estate owned reported by the Company in prior periods will be repeated in future periods or that there will not be substantial inter-period variations in the results from such activities. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Non-interest Income."

CHANGING NATURE OF RISKS. The nature of the risks associated with the Company's operations have changed and are likely to continue to change over time due to a corporate strategy which emphasizes the entry into and exit from business lines based on market, economic or competitive conditions. As a result, there can be no assurance that the risks associated with an investment in the Company described herein

will not materially change in the future or that there will not be additional risks associated with the Company's future operations not described herein.

RISKS RELATED TO NON-TRADITIONAL OPERATING ACTIVITIES

As discussed below, the Company is engaged in a variety of businesses which generally involve more uncertainties and risks than the single-family residential lending activities historically emphasized by savings institutions. In addition, many of the Company's business activities, including its lending activities, are conducted on a nationwide basis, which reduces the risks associated with concentration in any one particular market area but involves other risks because, among other things, the Company may not be as familiar with market conditions and other relevant factors as it would be in the case of activities which are conducted in the market areas in which its executive offices and branch office are located.

DISCOUNTED LOAN ACQUISITION AND RESOLUTION ACTIVITIES. The Company's lending activities include the acquisition and resolution of non-performing or underperforming single-family (one to four units) residential loans, multi-family (over four units) residential loans and commercial real estate loans which are purchased at a discount. At March 31, 1997, the Company's discounted loan portfolio amounted to \$1.28 billion or 48.4% of the Company's total assets. The Company acquires discounted loans from governmental agencies, which in the early years of the program consisted primarily of the FDIC and the Resolution Trust Corporation ("RTC"), a federal agency formed to resolve failed savings institutions which has since ceased operations, and in recent years has consisted primarily of HUD. Inclusive of the Company's 50% pro rata interest in discounted loans acquired by LLC, the Company acquired an aggregate of \$1.19 billion principal amount of discounted loans, consisting primarily of \$961.4 million principal amount of discounted single-family residential loans, from HUD during 1995, 1996 and the three months ended March 31, 1997. In addition to governmental agencies, the Company acquires discounted loans from various private sector sellers, such as banks, savings institutions, mortgage companies and insurance companies, which accounted for 53.8% of the discounted loans in the Company's discounted loan portfolio at March 31, 1997. Although the Company believes that a permanent market for the acquisition of non-performing and underperforming mortgage loans at a discount has emerged in recent years, there can be no assurance that the Company will be able to acquire the desired amount and type of discounted loans in future periods or that there will not be significant inter-period variations in the amount of such acquisitions. There also can be no assurance that the discount on the non-performing and underperforming loans acquired by the Company, which in the aggregate decreased from 31.4% of total discounted loans at December 31, 1992 to 16.9% of total discounted loans at March 31, 1997, will enable the Company to resolve discounted loans in the future as profitably as in prior periods. The yield on the discounted portfolio also is subject to significant inter-period variations as a result of the timing of resolutions of discounted loans, particularly multi-family residential and commercial real estate loans and non-performing single-family residential loans, interest on which is recognized on a cash basis, and the mix of the overall portfolio between performing and non-performing loans. See "Business--Discounted Loan Acquisition and Resolution Activities" and "Business--Investment in Joint Ventures."

MULTI-FAMILY RESIDENTIAL, COMMERCIAL REAL ESTATE AND CONSTRUCTION LENDING ACTIVITIES. The Company's lending activities currently include nationwide loans secured by existing commercial real estate, particularly hotels and office buildings, and, to a lesser extent, existing multi-family residential real estate. In addition, from time to time the Company originates loans for the construction of multi-family residential real estate and land acquisition and development loans. At March 31, 1997, multi-family residential, commercial real estate and construction loans (including land acquisition and development loans) available for sale and held for investment aggregated \$347.1 million, net, or 13.1% of the Company's total assets. Multi-family residential, commercial real estate and construction lending generally is considered to involve a higher degree of risk than single-family residential lending due to a variety of factors, including generally larger loan balances, the dependency on successful completion or operation of the project for repayment, the difficulties in estimating construction costs and loan terms which often do not require full amortization of

the loan over its term and, instead, provide for a balloon payment at stated maturity. There can be no assurance that the Company's multi-family residential, commercial real estate and construction lending activities will not be adversely affected by these and the other risks related to such activities. See "Business--Lending Activities--Multi-family Residential and Commercial Real Estate Loans."

SUBPRIME SINGLE-FAMILY RESIDENTIAL LENDING ACTIVITIES. The Company's lending activities also currently emphasize the origination or purchase on a nationwide basis of single-family residential loans made to borrowers who have substantial equity in the properties which secure the loans but who, because of prior credit problems, the absence of a credit history or other factors, are unable or unwilling to qualify as borrowers under federal agency guidelines. At March 31, 1997, the Company's sub-prime loans aggregated \$76.1 million or 2.9% of the Company's total assets. These loans are offered pursuant to various programs, including programs which provide for reduced or no documentation for verifying a borrower's income and employment. Sub-prime loans present a higher level of risk of default than conforming loans because of the increased potential for default by borrowers who may have had previous credit problems or who do not have any credit history, and may not be as saleable as loans which conform to the guidelines established by various federal agencies. See "Business--Lending Activities--Single-family Residential Loans."

INVESTMENTS IN LOW-INCOME HOUSING TAX CREDIT INTERESTS. The Company invests in low-income housing tax credit interests (generally limited partnerships) in order to obtain federal income tax credits which are allocated pursuant to Section 42 of the Code. At March 31, 1997, the Company's investments in such interests amounted to \$99.9 million or 3.8% of total assets. There are many uncertainties and risks associated with an investment in low-income housing tax credit interests, including the risks involved in the construction, lease-up and operation of multi-family residential real estate, the investor's ability to earn sufficient income to utilize the tax credits resulting from such investments in accordance with the requirements of the Code and the possibility of required recapture of previously-earned tax credits. In addition, there are numerous tax risks associated with tax credits resulting from potential changes to the Code. See "Business--Investment Activities--Investment in Low-Income Housing Tax Credit Interests."

INVESTMENTS IN MORTGAGE-RELATED SECURITIES. From time to time the Company invests in a variety of mortgage-related securities, such as senior and subordinate regular interests and residual interests in collateralized mortgage obligations ("CMOs"), including CMOs which have qualified as Real Estate Mortgage Investment Conduits ("REMICs"). These investments include so-called stripped mortgage-related securities, in which interest coupons may be stripped from a mortgage security to create an interest-only ("IO") strip, where the investor receives all of the interest cash flows and none of the principal, and a principal-only ("PO") strip, where the investor receives all of the principal cash flows and none of the interest. At March 31, 1997, the Company's mortgage-related securities available for sale amounted to \$348.1 million or 13.1% of the Company's total assets and included \$180.1 million of IO strips, substantially all of which were either issued by FHLMC or the Federal National Mortgage Association ("FNMA") or rated AAA by national rating agencies, as well as \$77.6 million of subordinate interests and \$21.6 million of residual interests in mortgage-related securities. Some mortgage-related securities, such as IO strips, PO strips and residual interests, exhibit considerably more price volatility than mortgages or ordinary mortgage pass-through securities, due in part to the uncertain cash flows that result from changes in the prepayment rates of the underlying mortgages. Other mortgage-related securities, such as subordinated interests, also involve substantially more credit risk than the senior classes of the mortgage-related securities to which such interests relate and generally are not as liquid as such senior classes. The Company generally acquires subordinated interests primarily in connection with the securitization of its loans, particularly single-family residential loans to non-conforming borrowers and discounted loans, and under circumstances in which it continues to service the loans which back the related securities. The Company has sought to offset the risk of changing interest environments on certain of its mortgage-related securities by selling U.S. Treasury futures contracts and other hedging techniques, and believes that the resulting interest-rate sensitivity profile complements the Company's overall exposure to changes in interest rates. See "--Economic Conditions" below. Although generally intended to reduce the effects of

changing interest rate environments on the Company, investments in certain mortgage-related securities and hedging transactions could cause the Company to recognize losses depending on the terms of the instrument and the interest rate environment. See "Business--Investment Activities."

REGULATION AND REGULATORY CAPITAL REQUIREMENTS

Both the Company, as a savings and loan holding company, and the Bank, as a federally-chartered savings institution, are subject to significant governmental supervision and regulation, which is intended primarily for the protection of depositors. Statutes and regulations affecting the Company and the Bank may be changed at any time, and the interpretation of these statutes and regulations by examining authorities also is subject to change. There can be no assurance that future changes in applicable statutes and regulations or in their interpretation will not adversely affect the business of the Company. The applicable regulatory authorities may, as a result of such regulation and examination, impose regulatory sanctions upon the Company or the Bank, as applicable, as well as various requirements or restrictions which could adversely affect their business activities. A substantial portion of the Bank's operations involves businesses that are not traditionally conducted by savings institutions and, as a result, there can be no assurance that future actions by applicable regulatory authorities, or future changes in applicable statutes or regulations, will not limit or otherwise adversely affect the Bank's ability to engage in such activities.

In connection with a recent examination of the Bank, the staff of the OTS expressed concern about many of the Bank's non-traditional operations (which are discussed under "--Risks Related to Non-Traditional Operating Activities" above), certain of its accounting policies and the adequacy of the Bank's capital in light of the Bank's lending and investment strategies. As a result of such examination, the OTS instructed the Bank to maintain, commencing on June 30, 1997, regulatory capital ratios which significantly exceed the requirements which are generally applicable to federally-chartered savings institutions such as the Bank. Although the Bank strongly disagrees with the level of risk perceived by the OTS in its businesses, the Bank has taken or agreed to take various actions to address OTS concerns with respect to its risk profile, including without limitation transferring certain of its lending operations to non-banking subsidiaries of the Company, and modified certain of its accounting policies. In addition, the Bank also has committed to the OTS to maintain a core capital (leverage) ratio and a total risk-based capital ratio of at least 9% and 13%, respectively, commencing on June 30, 1997, which has been agreed to by the OTS. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments." At March 31, 1997, the Bank's core capital (leverage) ratio and total risk-based capital ratio amounted to 9.48% and 13.22%, respectively, which exceeded both the 3.00% and 8.00% requirements of general applicability, respectively, and the amounts committed to be maintained by the Bank on June 30, 1997. At March 31, 1997, the Bank also qualified as a "well-capitalized" institution under applicable laws and regulations because it had a total risk-based capital ratio of 10.0% or more, a Tier 1 risk-based capital ratio of 6.0% or more and a Tier 1 leverage capital ratio of 5.0% or more and was not subject to a written agreement, order or directive issued by an appropriate agency to meet and maintain a specific capital level for any capital measure.

There can be no assurance that in the future the OTS either will agree to a decrease in the 9% core capital (leverage) ratio and the 13% total risk-based capital ratio committed to be maintained by the Bank or will not seek an increase in such requirements. Unless and until these regulatory capital requirements are decreased, the Bank's ability to leverage its capital through future growth in assets (including its ability to continue growing at historical rates) will be adversely affected, as will the Company's ability to receive dividends from the Bank, which are a primary source of payments on outstanding indebtedness of the Company and for the payment of dividends on the Common Stock in the future. See "--Limited Sources for Dividends on Common Stock" below. Although the Company and its non-banking subsidiaries will not be restricted in their growth by these capital requirements, because they do not have access to the Bank's funding sources their profitability may be different from the Bank's for particular types of business. In

addition, there can be no assurance that the Bank will continue to meet the regulatory capital requirements committed to be maintained by it or that the OTS will not formally impose such requirements pursuant to a written agreement, order or directive, which would cause the Bank to cease to be a "well-capitalized" institution under applicable laws and regulations. In the event that the Bank ceased to be a "well-capitalized" institution, the Bank would be prohibited from accepting, renewing or rolling over its brokered and other wholesale deposits, which are its principal source of funding, without the prior approval of the FDIC, and the Bank could become subject to other regulatory restrictions on its operations. For a description of these restrictions and certain other regulatory consequences in the event that the Bank ceases to be a "well-capitalized" institution under OTS regulations, see "Regulation--Regulatory Capital Requirements," "--Prompt Corrective Action," "--Restrictions on Capital Distributions" and "--Brokered Deposits."

RISK OF FUTURE ADJUSTMENTS TO ALLOWANCES FOR LOSSES

The Company believes that it has established adequate allowances for losses for each of its loan portfolio and discounted loan portfolio in accordance with generally accepted accounting principles. Future additions to these allowances, in the form of provisions for losses on loans and discounted loans, may be necessary, however, due to changes in economic conditions, increases in loans and discounted loans and the performance of the Company's loan and discounted loan portfolios. In addition, the OTS, as an integral part of its examination process, periodically reviews the Company's allowances for losses and the carrying value of its assets. As a result of such a review at the end of 1995, the Company changed its methodology for valuing discounted loans and began establishing provisions for loan losses and maintaining an allowance for loan losses in connection with such loans, as well as increased its provision for losses in fair value on real estate owned. In addition, as a result of such a review at the end of 1996, the Company established as of December 31, 1996 \$7.2 million of write downs of cost basis against loans and securities resulting from its investment in loans acquired from HUD. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Provisions for Loan Losses" and "--Recent Regulatory Developments." There can be no assurance that the Company will not determine, at the request of the OTS or otherwise, to further increase its allowances for losses on loans and discounted loans or adjust the carrying value of its real estate owned or other assets. Increases in the Company's provisions for losses on loans would adversely affect the Company's results of operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations."

RISKS RELATED TO REAL ESTATE OWNED

At March 31, 1997, the Company's real estate owned, net amounted to \$98.5 million or 3.7% of total assets and consisted almost entirely of single-family residential real estate and multi-family residential and commercial real estate acquired by foreclosure or deed-in-lieu thereof on loans in the Company's discounted loan portfolio. Real estate owned properties generally are non-earning assets, although multi-family residential and commercial real estate owned may provide some operating income to the Company depending on the circumstances. Moreover, the value of real estate owned properties can be significantly affected by the economies and markets for real estate in the areas in which they are located and require the establishment of provisions for losses to ensure that they are carried at the lower of cost or fair value, less estimated costs to dispose of the properties, which adversely affect operations. Real estate owned also require increased allocation of resources and expense to the management and work out of the asset, which also can adversely affect operations. Although the Company's real estate owned at March 31, 1997 represented a \$68.1 million or 40.9% decrease from the amount of its real estate owned at December 31, 1995, there can be no assurance that the amount of the Company's real estate owned will not increase in the future as a result of the Company's discounted loan acquisition and resolution activities and the Company's single-family residential, multi-family residential, commercial real estate and construction lending activities. In addition, there can be no assurance that in the future the Company's real estate

owned will not have environmental problems which could materially adversely affect the Company's financial condition or operations. See "Business--Asset Quality--Real Estate Owned."

RISKS RELATED TO RELIANCE ON BROKERED AND OTHER WHOLESALE DEPOSITS

The Company currently utilizes as its principal source of funds certificates of deposit obtained through national investment banking firms which obtain funds from their customers for deposit with the Company ("brokered deposits") and, to a lesser extent, certificates of deposit obtained from customers of regional and local investment banking firms and direct solicitation efforts by the Company of institutional investors and high net worth individuals. At March 31, 1997 certificates of deposit obtained through national investment banking firms which solicit deposits for the Company from their customers amounted to \$1.34 billion or 63.6% of total deposits, certificates of deposit obtained through regional and local investment banking firms amounted to \$388.8 million or 18.4% of total deposits and certificates of deposits obtained from the Company's direct solicitation of institutional investors and high net worth individuals amounted to \$218.3 million or 10.4% of total deposits. The Company believes that the effective cost of brokered and other wholesale deposits, as well as other non-branch dependent sources of funds, such as securities sold under agreements to repurchase ("reverse repurchase agreements") and advances from the FHLB of New York, generally is more attractive to the Company than deposits obtained through branch offices after the general and administrative costs associated with operating a branch office network are taken into account. However, such funding sources, when compared to retail deposits attracted through a branch network, are generally more sensitive to changes in interest rates and volatility in the capital markets and are more likely to be subject to competition from competing investments. In addition, such funding sources may be more sensitive to significant changes in the financial condition of the Company. There are also regulatory limitations on an insured institution's ability to solicit and obtain brokered deposits in certain circumstances, which currently are not applicable to the Bank because of its status as a "well capitalized" institution under applicable laws and regulations. See "--Regulation and Regulatory Capital Requirements" above and "Regulation--The Bank-- Brokered Deposits." As a result of the Company's reliance on brokered and other wholesale deposits, significant changes in the prevailing interest rate environment, in the availability of alternative investments for individual and institutional investors or in the Company's financial condition, among other factors, could affect the Company's liquidity and results of operations much more significantly than might be the case with an institution that obtained a greater portion of its funds from retail or core deposits attracted through a branch network.

ECONOMIC CONDITIONS

GENERAL. The success of the Company is dependent to a certain extent upon the general economic conditions in the geographic areas in which it conducts substantial business activities. Adverse changes in national economic conditions or in the economic conditions of regions in which the Company conducts substantial business likely would impair the ability of the Company to collect on outstanding loans or dispose of real estate owned and would otherwise have an adverse effect on its business, including the demand for new loans, the ability of customers to repay loans and the value of both the collateral pledged to the Company to secure its loans and its real estate owned. Moreover, earthquakes and other natural disasters could have similar effects. Although such disasters have not significantly adversely affected the Company to date, the availability of insurance for such disasters in California, in which the Company conducts substantial business activities, is severely limited. At March 31, 1997, the Company had loans with an unpaid balance aggregating \$475.7 million (including loans available for sale) secured by properties located in California and \$67.5 million of the Company's real estate owned was located in California, which collectively represent 20.5% of the Company's total assets at such date.

EFFECTS OF CHANGES IN INTEREST RATES. The Company's operating results depend to a large extent on its net interest income, which is the difference between the interest income earned on interest-earning assets and the interest expense incurred in connection with its interest-bearing liabilities. Changes in the general

level of interest rates can affect the Company's net interest income by affecting the spread between the Company's interest-earning assets and interest-bearing liabilities, as well as, among other things, the ability of the Company to originate loans; the value of the Company's interest-earning assets and its ability to realize gains from the sale of such assets; the average life of the Company's interest-earning assets; the value of the Company's mortgage servicing rights; and the Company's ability to obtain deposits in competition with other available investment alternatives. Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors beyond the control of the Company. The Company actively monitors its assets and liabilities and employs a hedging strategy which seeks to limit the effects of changes in interest rates on its operations. Although management believes that the maturities of the Company's assets currently are well balanced in relation to its liabilities (which involves various estimates as to how changes in the general level of interest rates will impact its assets and liabilities), there can be no assurance that the profitability of the Company would not be adversely affected during any period of changes in interest rates. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Asset and Liability Management" and Note 20 to the Consolidated Financial Statements.

COMPETITION

The businesses in which the Company is engaged generally are highly competitive. The acquisition of discounted loans is particularly competitive, as acquisitions of such loans are often based on competitive bidding. The Company also encounters significant competition in connection with its other lending activities, its investment activities and in its deposit-gathering activities. Many of the Company's competitors are significantly larger than the Company and have access to greater capital and other resources. In addition, many of the Company's competitors are not subject to the same extensive federal regulation that govern federally-insured institutions such as the Bank and their holding companies. As a result, many of the Company's competitors have advantages over the Company in conducting certain businesses and providing certain services.

IMPORTANCE OF THE CHIEF EXECUTIVE OFFICER

William C. Erbey, Chairman, President and Chief Executive Officer of the Company, has had, and will continue to have, a significant role in the development and management of the Company's business. The loss of his services could have an adverse effect on the Company. The Company and Mr. Erbey are not parties to an employment agreement, and the Company currently does not maintain key man life insurance relating to Mr. Erbey or any of its other officers. See "Business--Management."

CONTROL OF CURRENT STOCKHOLDERS

After giving effect to the Common Stock Offering and including currently-exercisable options to acquire Common Stock, the Company's directors and executive officers and their affiliates will in the aggregate beneficially own or control 54.7% of the outstanding Common Stock, including 33.1% owned or controlled by William C. Erbey, Chairman, President and Chief Executive Officer of the Company, and 17.0% owned or controlled by Barry N. Wish, Chairman, Emeritus, of the Company. As a result, these stockholders, acting together, would be able to effectively control virtually all matters requiring approval by the stockholders of the Company, including amendment of the Company's Articles of Incorporation, the approval of mergers or similar transactions and the election of all directors. In addition, Messrs. Erbey and Wish are two of the five current directors of the Company. See "Management" and "Beneficial Ownership of Common Stock."

POTENTIAL CONFLICTS OF INTEREST INVOLVING OAIC

The Company will be subject to various potential conflicts of interest arising from its and OCC's relationship with OAIC, which intends to invest primarily in assets in which the Company also may invest, directly or indirectly through the Bank. OAIC intends to invest primarily in (i) subordinated classes of mortgage-related securities, and possibly other classes of such securities; (ii) multi-family residential and commercial real estate, including properties acquired by a mortgage lender by foreclosure or by deed-in-lieu thereof and underperforming or otherwise distressed real property (collectively, "Distressed Real Estate"); and (iii) single-family residential loans, multi-family residential loans and commercial real estate loans, including in each case loans that are current in accordance with their terms or are non-performing or underperforming. The Company does not intend to invest in subordinate classes of mortgage-related securities which are not created in connection with its securitization activities or Distressed Real Estate and, as a result, the Company, the Bank and OCC generally have agreed to give OAIC an exclusive right to purchase such subordinated classes of mortgage-related securities and Distressed Real Estate. Both the Company and OAIC may engage in the acquisition and resolution of mortgage loans, including non-performing and underperforming mortgage loans, and from time to time each such entity also may invest in various non-subordinated classes of mortgage-related securities. In this regard, OCC, which conducts the large multi-family residential and commercial real estate lending activities of the Company as well as manages OAIC, currently is emphasizing acquiring loans for OAIC (in order to enable OAIC to leverage the proceeds from the initial public offering of OAIC's common stock) and not the Company. As a result of the Company's and OAIC's strategies to invest in certain assets, there can be no assurance that investment opportunities which previously would have been taken by the Company will not be allocated to OAIC. In addition, from time to time the Company may sell loans, securities and real estate owned to OAIC, which also would involve potential conflicts of interest. The only such sale to date was the Company's sale to OAIC on May 19, 1997 of nine subordinate and IO mortgage-related securities with an aggregate carrying value of \$42.6 million, which resulted in a \$2.6 million gain to the Company. Although the Company and OAIC have established certain policies and procedures in order to ensure that sales and other transactions between the Company, the Bank and/or OCC, on the one hand, and OAIC, on the other hand (including without limitation the base compensation to be paid to OCC by OAIC for managing its day-to-day operations), are conducted on an arms'-length basis on substantially the same terms as would be present in transactions with unaffiliated parties, there can be no assurance that such procedures will be sufficient in all situations to solve potential conflicts of interest. See "Business--Subsidiaries."

RANKING OF SUBORDINATED OBLIGATIONS UNDER THE GUARANTEE AND THE JUNIOR SUBORDINATED DEBENTURES

The obligations of the Company under the Guarantee issued by the Company for the benefit of the holders of Capital Securities and under the Junior Subordinated Debentures are unsecured and rank subordinate and junior in right of payment to all Senior Indebtedness of the Company. At March 31, 1997, the Senior Indebtedness of the Company aggregated \$125 million. See "Description of Junior Subordinated Debentures-- Subordination." For a description of covenants in the Indenture relating to the Junior Subordinated Debentures which restrict the incurrence of Funded Indebtedness (as defined) by the Company, see "Description of Junior Subordinated Debentures--Certain Covenants of the Company."

LIMITED SOURCES FOR PAYMENTS ON JUNIOR SUBORDINATED DEBENTURES AND OTHER INDEBTEDNESS AND FUNDING OF NON-BANKING ACTIVITIES

As a holding company, the ability of the Company to pay interest and principal on the Junior Subordinated Debentures, to pay other indebtedness and to conduct lending and investment activities directly or in non-banking subsidiaries (including without limitation activities recently transferred from the Bank to address concerns of the OTS regarding the risk profile of the Bank's operations) will depend significantly on the receipt of dividends or other distributions from the Bank, as well as any cash reserves and other liquid assets held by the Company (including proceeds from the Offerings), any proceeds from any subsequent securities offering or other borrowings and any dividends from non-banking subsidiaries of the Company. The ability of the Bank to pay dividends or make other distributions to the Company generally is dependent on the Bank's compliance with applicable regulatory capital requirements and regulatory restrictions. See "Regulation--The Bank--Restrictions on Capital Distributions" and "--Affiliate Transactions." Moreover, in order to address concerns by the OTS concerning the risk profile of the Bank's operations, the Bank recently agreed, subject to compliance with the foregoing regulatory limitations, to dividend to the Company certain subordinate mortgage-related securities

resulting from securitization activities conducted by the Bank. As a result of the foregoing, the Bank currently may not be able to pay any cash dividends to the Company without prior OTS approval. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments" and "Regulation--The Bank--Restrictions on Capital Distributions." In addition to the foregoing limitations, there are certain contractual restrictions on the Bank's ability to pay dividends set forth in the Indenture, dated as of June 12, 1995, between the Bank and the Bank of New York, as trustee, relating to the Bank's issuance of \$100 million of 12% Subordinated Debentures due 2005 (the "Debentures") in June 1995, and there are certain contractual restrictions on the ability of the Company and the Bank to pay dividends set forth in the Indenture, dated as of September 30, 1996, between the Company and Bank One, Columbus, NA, as trustee, relating to the Company's issuance of \$125 million of 11.875% Notes due 2003 (the "Notes") in September 1996. In addition, the right of the Company to participate in any distribution of assets of any subsidiary, including the Bank, upon such subsidiary's liquidation or reorganization or otherwise (and thus the ability of holders of the Capital Securities to benefit indirectly from such distribution), will be subject to the prior claims of creditors of that subsidiary, except to the extent that any claims of the Company as a creditor of such subsidiary may be recognized as such. Accordingly, the Capital Securities will effectively be subordinated to all existing and future liabilities of the Company's subsidiaries, and holders of the Capital Securities should look only to the assets of the Company for payments on the Capital Securities. As of March 31, 1997, the Company's consolidated subsidiaries had indebtedness and other liabilities of approximately \$2.3 billion.

ENFORCEMENT OF CERTAIN RIGHTS BY HOLDERS OF CAPITAL SECURITIES

If a Trust Enforcement Event (as defined herein) occurs and is continuing, then the holders of Capital Securities would rely on the enforcement by the Property Trustee (as defined herein) of its rights as a holder of the Junior Subordinated Debentures against the Company. The holders of a majority in liquidation amount of the Capital Securities will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Property Trustee or to direct the exercise of any trust or power conferred upon the Property Trustee under the Declaration (as defined herein), including the right to direct the Property Trustee to exercise the remedies available to it as a holder of the Junior Subordinated Debentures. If the Property Trustee fails to enforce its rights with respect to the Junior Subordinated Debentures held by the Trust, any record holder of Capital Securities may, to the fullest extent permitted by law, institute legal proceedings directly against the Company to enforce the Property Trustee's rights under such Junior Subordinated Debentures without first instituting any legal proceedings against such Property Trustee or any other person or entity.

If the Company were to default on its obligation to pay amounts payable under the Junior Subordinated Debentures, the Trust would lack funds for the payment of Distributions or amounts payable on redemption of the Capital Securities or otherwise, and, in such event, holders of the Capital Securities would not be able to rely upon the Guarantee for payment of such amounts. However, in the event the Company failed to pay interest on or principal of the Junior Subordinated Debentures on any payment date on which such payment is due and payable, then a holder of Capital Securities may directly institute a proceeding against the Company under the Indenture for enforcement of payment to such holder of the interest on or principal of such Junior Subordinated Debentures having a principal amount equal to the aggregate liquidation amount of the Capital Securities of such holder (a "Direct Action"). In connection with such Direct Action, the Company will be subrogated to the rights of such holder of Capital Securities under the Declaration to the extent of any payment made by the Company to such holder of Capital Securities in such Direct Action. Except as set forth herein, holders of Capital Securities will not be able to exercise directly any other remedy available to the holders of Junior Subordinated Debentures or assert directly any other rights in respect of the Junior Subordinated Debentures. See "Description of Capital Securities--Enforcement of Certain Rights by Holders of Capital Securities," "Description of Guarantee" and "Description of Junior Subordinated Debentures--Debenture Events of Default." The Declaration provides that each holder of Capital Securities by acceptance thereof agrees to the provisions of the Guarantee and the Indenture.

OPTION TO EXTEND INTEREST PAYMENT PERIOD; TAX CONSEQUENCES

The Company has the right under the Indenture to defer the payment of interest on the Junior Subordinated Debentures at any time or from time to time for a period not exceeding 10 consecutive semi-annual periods, provided that no Extension Period may extend beyond the Stated Maturity of the Junior Subordinated Debentures. As a consequence of any such deferral, semi-annual Distributions on the Capital Securities by the

Trust will be deferred during any such Extension Period but would continue to accumulate at the rate of % per annum to the extent permitted by applicable law, compounded semi-annually during such Extension Period. During any such Extension Period, the Company may not, and may not permit any subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company that rank PARI PASSU with or junior to the Junior Subordinated Debentures or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks PARI PASSU with or junior to the Junior Subordinated Debentures (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock, (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans). Prior to the termination of any such Extension Period, the Company may further extend the Extension Period, provided that no Extension Period may exceed 10 consecutive semi-annual periods or extend beyond the Stated Maturity of the Junior Subordinated Debentures. Upon the termination of any Extension Period and the payment of all amounts then due on any Interest Payment Date (as defined herein), the Company may elect to begin a new Extension Period subject to the above requirements. See "Description of Capital Securities--Distributions" and "Description of Junior Subordinated Debentures--Option to Extend Interest Payment Period."

Should the Company defer payment of interest on the Junior Subordinated Debentures, a holder of Capital Securities will continue to accrue income (in the form of OID) for United States federal income tax purposes in respect of its pro rata share of the Junior Subordinated Debentures held by the Trust. As a result, a holder of Capital Securities will be required to include such income in gross income for United States federal income tax purposes in advance of the receipt of cash attributable to such income, and will not receive the cash related to such income from the Trust if the holder disposes of the Capital Securities prior to the record date for the payment of Distributions with respect to such Extension Period. See "Certain United States Federal Income Tax Consequences--Original Issue Discount" and "--Sales of Capital Securities."

The Company has no current intention of exercising its right to defer payments of interest by extending the interest payment period on the Junior Subordinated Debentures. However, should the Company elect to exercise such right in the future, the market price of the Capital Securities is likely to be adversely affected. A holder that disposes of its Capital Securities during an Extension Period, therefore, might not receive the same return on its investment as a holder that continues to hold its Capital Securities. In addition, as a result of the existence of the Company's right to defer interest payments, the market price of the Capital Securities (which represent undivided beneficial interests in the Junior Subordinated Debentures) may be more volatile than the market prices of other similar securities where the issuer does not have such right to defer interest payments.

SPECIAL EVENT REDEMPTION

Upon the occurrence and continuation of a Special Event, the Company has the right, subject to the receipt of any necessary prior regulatory approval, to redeem the Junior Subordinated Debentures in whole (but not in part) at the redemption price within 90 days following the occurrence of such Special Event and thereby cause a mandatory redemption of the Capital Securities and Common Securities. A "Special Event" means a Tax Event, Regulatory Capital Event or an Investment Company Event (each as defined herein).

LIQUIDATION DISTRIBUTION OF JUNIOR SUBORDINATED DEBENTURES

Upon the occurrence and continuation of a Special Event the Company will have the right, subject to the receipt of any necessary prior regulatory approval, to dissolve the Trust and, after satisfaction of creditors of the Trust, if any, as required by applicable law, cause the Junior Subordinated Debentures to be distributed to the holders of the Capital Securities and the Common Securities in liquidation of the Trust. In addition, upon

liquidation of the Trust in certain other events, the Junior Subordinated Debentures may be distributed to such holders. Under current United States federal income tax law and interpretations thereof and assuming, as expected, the Trust is treated as a grantor trust for United States federal income tax purposes, a distribution by the Trust of the Junior Subordinated Debentures pursuant to a liquidation of the Trust will not be a taxable event to the Trust or to holders of the Capital Securities and will result in a holder of the Capital Securities receiving directly such holder's pro rata share of the Junior Subordinated Debentures (previously held indirectly through the Trust). If, however, the liquidation of the Trust were to occur because the Trust is subject to United States federal income tax with respect to income accrued or received on the Junior Subordinated Debentures as a result of the occurrence of a Tax Event or otherwise, the distribution of Junior Subordinated Debentures to holders of the Capital Securities by the Trust could be a taxable event to the Trust and each holder, and holders of the Capital Securities may be required to recognize gain or loss as if they had exchanged their Capital Securities for the Junior Subordinated Debentures they received upon the liquidation of the Trust. See "Certain United States Federal Income Tax Consequences--Distribution of Junior Subordinated Debentures or Cash Upon Liquidation of the Trust."

There can be no assurance as to the market prices for Capital Securities or Junior Subordinated Debentures that may be distributed in exchange for Capital Securities if a liquidation of the Trust occurs. Accordingly, the Capital Securities that an investor may purchase, whether pursuant to the offer made hereby or in the secondary market, or the Junior Subordinated Debentures that a holder of Capital Securities may receive on liquidation of the Trust, may trade at a discount to the price that the investor paid to purchase the Capital Securities offered hereby. Because holders of Capital Securities may receive Junior Subordinated Debentures on termination of the Trust, prospective purchasers of Capital Securities are also making an investment decision with regard to the Junior Subordinated Debentures and should carefully review all the information regarding the Junior Subordinated Debentures contained herein. See "Description of Capital Securities--Redemption--Special Event Redemption or Distribution of Junior Subordinated Debentures" and "Description of Junior Subordinated Debentures--General."

LIMITED VOTING RIGHTS

Holders of Capital Securities generally will have limited voting rights relating only to the modification of the Capital Securities and certain other matters described herein. Holders of Capital Securities will not be entitled to vote to appoint, remove or replace any of the Trustees (as defined herein), which voting rights are vested exclusively in the holder of the Common Securities. The Trustees and the Company may amend the Declaration (as defined herein) without the consent of holders of Capital Securities to ensure that the Trust will be classified as a grantor trust for United States federal income tax purposes, unless such action materially and adversely affects the interests of such holders. See "Description of Capital Securities--Voting Rights; Amendment of the Declaration."

TRADING CHARACTERISTICS OF CAPITAL SECURITIES

The Capital Securities may trade at prices that do not fully reflect the value of accrued but unpaid interest with respect to the underlying Junior Subordinated Debentures. See "Certain United States Federal Income Tax Consequences--Sale of Capital Securities." A holder of Capital Securities that disposes of its Capital Securities between record dates for payments of Distributions (and consequently does not receive a Distribution from the Trust for the period prior to such disposition) will nevertheless be required to include in income as ordinary income an amount equal to the accrued but unpaid interest on the Junior Subordinated Debentures through the date of disposition and to add such amount to its adjusted tax basis in the Capital Securities disposed of. Such holder will recognize a capital loss to the extent the selling price (which may not fully reflect the value of accrued but unpaid interest) is less than its adjusted tax basis (which will include accrued but unpaid interest). Subject to certain limited exceptions, capital losses cannot be applied to offset ordinary income for United States federal income tax purposes. See "Certain Federal Income Tax Consequences--Original Issue Discount" and "--Sales of Capital Securities."

THE COMPANY

The Company is a specialty financial services company which conducts business primarily through the Bank and subsidiaries of the Bank. Unless the context otherwise requires, the "Company" refers to the Company and its subsidiaries on a consolidated basis.

The Company is a Florida corporation which was organized in February 1988 in connection with its acquisition of the Bank. During the early 1990s, the Company sought to take advantage of the general decline in asset quality of financial institutions in many areas of the country and the large number of failed savings institutions during this period by establishing its discounted loan acquisition and resolution program. This program commenced with the acquisition of discounted single-family residential loans for resolution in mid-1991 and was expanded to cover the acquisition and resolution of discounted multi-family residential and commercial real estate loans in 1994.

During the early 1990s, the Company also acquired assets and liabilities of three failed savings institutions and merged Old Berkeley, a troubled financial institution, into the Bank. The Company subsequently sold substantially all of the assets and liabilities acquired in connection with these acquisitions at substantial gains.

The Company is a registered savings and loan holding company subject to regulation by the OTS. The Bank is subject to regulation by the OTS, as its chartering authority, and by the FDIC as a result of its membership in the SAIF, which insures the Bank's deposits up to the maximum extent permitted by law. The Bank also is subject to certain regulation by the Federal Reserve Board and currently is a member of the Federal Home Loan Bank ("FHLB") of New York, one of the 12 regional banks which comprise the FHLB System.

The Company's executive offices are located at 1675 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401, and the telephone number of its executive offices is (561) 681-8000.

THE TRUST

The Trust is a statutory business trust created under the Delaware Business Trust Act, as amended (the "Trust Act"), pursuant to the filing of a certificate of trust, as amended (the "Certificate of Trust"), with the Secretary of State of the State of Delaware and the entering into of a declaration of trust (as amended and restated, the "Declaration") substantially in the form filed as an exhibit to the Registration Statement of which this Prospectus forms a part. The Declaration will be qualified as an indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The Company will acquire Common Securities in an aggregate liquidation amount equal to at least 3% of the total capital of the Trust. The Trust will use all the proceeds derived from the issuance of the Capital Securities and the Common Securities to purchase the Junior Subordinated Debentures and, accordingly, the assets of the Trust will consist solely of the Junior Subordinated Debentures. The Trust exists for the exclusive purpose of (i) issuing the Trust Securities representing undivided beneficial ownership interests in the assets of the Trust, (ii) investing the gross proceeds of the Trust Securities in the Junior Subordinated Debentures and (iii) engaging in only those other activities necessary or incidental thereto.

Pursuant to the Declaration, there will initially be five trustees (the "Trustees") for the Trust. Three of the Trustees (the "Regular Trustees") will be individuals who are employees or officers of or who are affiliated with the Company. The fourth trustee will be a financial institution that is unaffiliated with the Company and is indenture trustee for purposes of compliance with the provisions of the Trust Indenture Act (the "Property Trustee"). The fifth trustee will be an entity that maintains its principal place of business in the State of Delaware (the "Delaware Trustee"). Initially, The Chase Manhattan Bank will act as Property Trustee, and its affiliate, Chase Manhattan Bank Delaware, will act as Delaware Trustee until, in each case, removed or replaced by the holder of the Common Securities. For purposes of compliance with the Trust Indenture Act, The Chase Manhattan Bank will also act as trustee under the Guarantee (the "Guarantee Trustee").

The Property Trustee will hold title to the Junior Subordinated Debentures for the benefit of the holders of the Trust Securities, and the Property Trustee will have the power to exercise all rights, powers and privileges with respect to the Junior Subordinated Debentures under the Indenture (as defined herein) as the holder of the Junior Subordinated Debentures. In addition, the Property Trustee will maintain exclusive control of a segregated non-interest bearing bank account (the "Property Account") to hold all payments made in respect of the Junior Subordinated Debentures for the benefit of the holders of the Trust Securities. The Guarantee

Trustee will hold the Guarantee for the benefit of the holders of the Capital Securities. The Company, as the holder of all the Common Securities, will have the right to appoint, remove or replace any of the Trustees and to increase or decrease the number of Trustees, provided that the number of Trustees shall be at least three; and provided further that at least one Trustee shall be a Delaware Trustee, at least one Trustee shall be the Property Trustee and at least one Trustee shall be a Regular Trustee. The Company will pay all fees and expenses related to the organization and operations of the Trust (including any taxes, duties, assessments or governmental charges of whatever nature (other than withholding taxes) imposed by the United States or any other domestic taxing authority upon the Trust) and the offering of the Capital Securities and be responsible for all debts and obligations of the Trust (other than with respect to the Capital Securities).

For so long as the Capital Securities remain outstanding, the Company will covenant (i) to maintain directly or indirectly 100% ownership of the Common Securities, (ii) to cause the Trust to remain a statutory business trust and not to voluntarily dissolve, wind-up, liquidate or be terminated, except as permitted by the Declaration, (iii) to use its commercially reasonable efforts to ensure that the Trust will not be an "investment company" for purposes of the Investment Company Act of 1940, as amended, and (iv) to take no action that would be reasonably likely to cause the Trust to be classified as an association or a publicly traded partnership taxable as a corporation for United States federal income tax purposes.

The rights of the holders of the Capital Securities, including economic rights, rights to information and voting rights, are set forth in the Declaration and the Trust Act. See "Description of Capital Securities." The Declaration and the Guarantee also incorporate by reference the terms of the Trust Indenture Act.

The location of the principal executive office of the Trust is c/o Ocwen Financial Corporation, 1675 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401, and its telephone number is (561) 681-8000.

USE OF PROCEEDS

The proceeds to the Trust from the offering of the Capital Securities will be \$125 million. All of the proceeds from the sale of the Capital Securities and the Common Securities will be invested by the Trust in the Junior Subordinated Debentures. The estimated net proceeds to the Company from the Capital Securities Offering of approximately \$, as well as the estimated \$ of net proceeds from the Common Stock Offering (\$ if the Common Stock Underwriters' over-allotment options are exercised in full), will be used by the Company primarily to fund discounted loan acquisition and other lending and investment activities which are currently conducted by the Company through non-banking subsidiaries of the Company and the Bank and to develop related businesses. In addition, a portion of the net proceeds from the Offerings also could be used to acquire other businesses, including other financial institutions, mortgage banking companies, particularly those which are engaged in sub-prime single-family residential lending activities, and companies which have software or other technology which would enhance the Company's ability to conduct loan servicing and other activities. Although the Company evaluates potential acquisition opportunities from time to time, currently there are no agreements, arrangements or understandings with regard to any such transaction.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the Company's consolidated ratios of earning to fixed charges for the periods indicated.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,			
	1997	1996	1996	1995	1994	1993
	-----	-----	-----	-----	-----	-----
Earnings to Fixed Charges:						
Including interest on deposits.....	1.55x	1.07x	1.53x	1.45x	2.28x	2.04x
Excluding interest on deposits.....	3.78x	1.39x	3.68x	3.95x	5.40x	3.22x
	1992					

Earnings to Fixed Charges:						
Including interest on deposits.....	2.25x					
Excluding interest on deposits.....	3.88x					

For purposes of computing the ratios of earnings to fixed charges, earnings represent income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle plus fixed charges. Fixed charges represent total interest expense, including and excluding interest on deposits, as applicable, as well as the interest component of rental expense.

ACCOUNTING TREATMENT

For financial reporting purposes, the Trust will be treated as a subsidiary of the Company and, accordingly, the accounts of the Trust will be included in the consolidated financial statements of the Company. The sole asset of the Trust will be \$128,866,000 aggregate principal amount of Junior Subordinated Debentures (including the amount attributable to the issuance of the Common Securities of the Trust to the Company for \$3,866,000). The Capital Securities will be presented as a separate caption between liabilities and stockholders' equity in the consolidated statement of financial condition of the Company as "Company-obligated, mandatorily redeemable securities of subsidiary trust holding solely junior subordinated debentures of the Company" and appropriate disclosures about the Capital Securities, the Guarantee and the Junior Subordinated Debentures will be included in the notes to the consolidated financial statements of the Company for financial reporting purposes. The Company will record Distributions payable on the Capital Securities as non-interest expense in its consolidated statement of operations.

CAPITALIZATION

The following table presents the consolidated capitalization of the Company at March 31, 1997, and as adjusted to give effect to the Capital Securities Offering and the Common Stock Offering. Consummation of the Capital Securities Offering is conditioned upon consummation of the Common Stock Offering (although consummation of the latter is not conditioned upon consummation of the former).

	MARCH 31, 1997	
	ACTUAL	AS ADJUSTED
	(DOLLARS IN THOUSANDS)	
Deposits.....	\$ 2,106,829	\$ 2,106,829
Borrowings and other interest-bearing obligations:		
The Company:		
11.875% Notes due 2003.....	\$ 125,000	\$ 125,000
The Bank:		
FHLB advances.....	399	399
12% Subordinated Debentures due 2005.....	100,000	100,000
Securities sold under agreements to repurchase.....	39,224	39,224
Other subsidiaries:		
Other.....	573	573
Total borrowings and other interest-bearing obligations.....	\$ 265,196	\$ 265,196
Company-obligated, mandatorily redeemable securities of subsidiary trust holding solely junior subordinated debentures of the Company(1)	\$ --	\$ 125,000
Stockholders' equity:		
Preferred Stock, \$0.01 par value: 20,000,000 shares authorized; none outstanding....	\$ --	\$ --
Common Stock, \$0.01 par value: 200,000,000 shares authorized; 26,799,511 shares outstanding; 29,799,511 shares, as adjusted(2).....	268	298
Additional paid-in capital.....	23,109	
Retained earnings.....	197,458	197,458
Unrealized gain on securities available for sale, net of taxes.....	6,648	6,648
Notes receivable on exercise of options to purchase Common Stock(3).....	(2,327)	(2,327)
Total stockholders' equity.....	\$ 225,156	\$

(1) Reflects the Capital Securities at their issue price. The sole asset of the Trust will be \$128,866,000 aggregate principal amount of Junior Subordinated Debentures (including the amount attributable to the issuance of the Common Securities of the Trust to the Company for \$3,866,000). The Company owns all of the Common Securities issued by the Trust and, as a result, the Trust is a subsidiary of the Company for financial reporting purposes. See "Accounting Treatment."

(2) Does not include 6,333,211 and 246,930 additional shares of Common Stock reserved for issuance as of March 31, 1997 pursuant to the Stock Option Plan and the Directors Stock Plan, respectively. See "Management--Stock Option Plan" and "--Board of Directors Compensation."

(3) See "Management--Certain Relationships and Related Transactions."

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)

The following tables present selected consolidated financial and other data of the Company at the dates and for the periods indicated. The historical operations and balance sheet data at and for the years ended December 31, 1996, 1995, 1994, 1993 and 1992 have been derived from consolidated financial statements audited by Price Waterhouse LLP, independent certified public accountants. The historical operations and balance sheet data at and for the three months ended March 31, 1997 and 1996 have been derived from unaudited consolidated financial statements and include all adjustments, consisting only of normal recurring accruals, which the Company considers necessary for a fair presentation of the Company's results of operations for these periods. Operating results for the three months ended March 31, 1997 are not necessarily indicative of the results that may be expected for any other interim period or the entire year ending December 31, 1997. The selected consolidated financial and other data should be read in conjunction with, and is qualified in its entirety by reference to, the information in the Consolidated Financial Statements and related notes set forth elsewhere herein.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,			
	1997	1996	1996	1995(1)	1994(1)	1993(2)
OPERATIONS DATA:						
Interest income.....	\$ 54,527	\$ 47,956	\$ 193,894	\$ 137,275	\$ 131,458	\$ 78,923
Interest expense.....	37,164	28,132	116,160	84,060	62,598	35,306
Net interest income.....	17,363	19,824	77,734	53,215	68,860	43,617
Provision for loan losses (3).....	9,742	9,407	22,450	1,121	--	--
Net interest income after provision for loan losses.....	7,621	10,417	55,284	52,094	68,860	43,617
Gains on sales of interest-earning assets, net.....	16,778	5,017	21,682	6,955	5,727	8,386
Gain on sale of branch offices.....	--	--	--	5,430	62,600	--
Income (loss) on real estate owned, net.....	(794)	(1,916)	3,827	9,540	5,995	(1,158)
Fees on financing transactions (4).....	--	--	--	--	--	15,340
Other non-interest income.....	5,367	191	11,766	9,255	7,253	13,304
Total non-interest income.....	21,351	3,292	37,275	31,180	81,575	35,872
Non-interest expenses.....	22,697	11,683	69,578	45,573	68,858	41,859
Equity in earnings of investment in joint ventures(5).....	14,372	--	38,320	--	--	--
Income from continuing operations before income taxes.....	20,647	2,026	61,301	37,701	81,577	37,630
Income tax expense (benefit).....	3,606	(1,003)	11,159	4,562	29,724	10,325
Income from continuing operations.....	17,041	3,029	50,142	33,139	51,853	27,305
Discontinued operations (6).....	--	--	--	(7,672)	(4,514)	(2,270)
Extraordinary gains.....	--	--	--	--	--	1,538
Cumulative effect of a change in accounting principle.....	--	--	--	--	--	(1,341)
Net income.....	\$ 17,041	\$ 3,029	\$ 50,142	\$ 25,467	\$ 47,339	\$ 25,232
Income per share:						
Continuing operations.....	\$ 0.63	\$ 0.11	\$ 1.88	\$ 1.19	\$ 1.52	\$ 0.80
Net income.....	\$ 0.63	\$ 0.11	\$ 1.88	\$ 0.91	\$ 1.39	\$ 0.73

	1992
OPERATIONS DATA:	
Interest income.....	\$ 71,723
Interest expense.....	28,148
Net interest income.....	43,575
Provision for loan losses (3).....	--
Net interest income after provision for loan losses.....	43,575
Gains on sales of interest-earning assets, net.....	8,842
Gain on sale of branch offices.....	--
Income (loss) on real estate owned, net.....	1,050
Fees on financing transactions (4).....	6,760
Other non-interest income.....	8,130
Total non-interest income.....	24,782
Non-interest expenses.....	32,468
Equity in earnings of investment in joint ventures(5).....	--
Income from continuing operations before income taxes.....	35,889
Income tax expense (benefit).....	11,552

Income from continuing operations.....	24,337
Discontinued operations (6).....	(1,946)
Extraordinary gains.....	2,963
Cumulative effect of a change in accounting principle.....	--

Net income.....	\$ 25,354

Income per share:	
Continuing operations.....	\$ 0.68

Net income.....	\$ 0.71

	MARCH 31, 1997	DECEMBER 31,				
	-----	1996	1995(1)	1994(1)	1993(2)	1992
	-----	-----	-----	-----	-----	-----
BALANCE SHEET DATA:						
Total assets.....	\$ 2,649,471	\$ 2,483,685	\$ 1,973,590	\$ 1,226,403	\$ 1,396,677	\$833,117
Securities available for sale (7).....	348,066	354,005	337,480	187,717	527,183	340,404
Loans available for sale (7)(8).....	88,511	126,366	251,790	102,293	101,066	754
Investment securities, net.....	11,201	8,901	18,665	17,011	32,568	30,510
Mortgage-related securities held for investment, net.....	--	--	--	91,917	121,550	114,046
Loan portfolio, net (8).....	422,232	402,582	295,605	57,045	88,288	41,015
Discounted loan portfolio (8).....	1,280,972	1,060,953	669,771	529,460	303,634	213,038
Investment in low-income housing tax credit interests.....	99,924	93,309	81,362	49,442	16,203	--
Real estate owned, net (9).....	98,466	103,704	166,556	96,667	33,497	4,710
Investment in joint ventures, net (5).....	33,367	67,909	--	--	--	--
Excess of cost over net assets acquired, net.....	--	--	--	--	10,467	11,825
Deposits.....	2,106,829	1,919,742	1,501,646	1,023,268	871,879	339,622
Borrowings and other interest-bearing obligations.....	265,196	300,518	272,214	25,510	373,792	361,799
Stockholders' equity.....	225,156	203,596	139,547(10)	153,383	111,831	94,396

	AT OR FOR THE THREE MONTHS ENDED MARCH 31,			AT OR FOR THE YEAR ENDED DECEMBER 31,			
	1997	1996	1996	1995(1)	1994(1)	1993(2)	1992
OTHER DATA (11):							
Average assets(12).....	\$2,607,854	\$1,956,202	\$2,013,283	\$1,521,368	\$1,714,953	\$1,152,655	\$712,542
Average equity.....	212,706	141,374	161,332	121,291	119,500	97,895	82,460
Return on average assets (12)(13):							
Income from continuing operations.....	2.61%	0.62%	2.35%	2.18%	3.02%	2.37%	3.42%
Net income.....	2.61	0.62	2.35	1.67	2.76	2.19	3.56
Return on average equity (13):							
Income from continuing operations.....	32.05	8.57	31.08	27.32	43.39	27.89	29.51
Net income.....	32.05	8.57	31.08	21.00	39.61	25.77	30.75
Average equity to average assets(12)....	8.16	7.23	8.01	7.97	6.97	8.49	11.57
Net interest spread.....	3.48	5.30	5.46	5.25	4.86	4.05	4.66
Net interest margin.....	3.20	4.89	4.84	4.54	4.75	4.30	6.06
Efficiency ratio (14).....	42.76	50.54	45.38	54.00	45.77	52.66	47.50
Non-performing loans to loans at end of period (15).....	2.15	1.16	0.56	1.27	4.35	3.71	8.32
Allowance for losses on loans to loans at end of period.....	1.13	0.94	0.87	0.65	1.84	0.99	1.80
Allowance for losses on discounted loans to discounted loans at end of period.....	1.30	1.26	1.08	--	--	--	--
Bank regulatory capital ratios at end of period:							
Tangible.....	9.48	6.99	9.33	6.52	11.28	5.25	6.94
Core (Leverage).....	9.48	6.99	9.33	6.52	11.28	6.00	6.94
Risk-based.....	13.22	11.41	12.85	11.80	14.74	13.31	21.29

- (1) Financial data at December 31, 1995 and 1994 reflects the Company's sale of two and twenty-three branch offices which resulted in the transfer of deposits of \$111.7 million and \$909.3 million, respectively, and resulted in a gain on sale of \$5.4 million and \$62.6 million during 1995 and 1994, respectively. Operations data for 1995 and 1994 reflects the gains from these transactions. Exclusive of these gains and related income taxes and profit sharing expense, the Company's income from continuing operations would have been \$30.3 million and \$24.0 million during 1995 and 1994, respectively. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations."
- (2) Balance sheet data at December 31, 1993 reflects the merger of Berkeley Federal Savings Bank ("Old Berkeley") into the Bank on June 3, 1993, and operations data for the year ended December 31, 1993 reflects the operations of Old Berkeley from the date of merger. This transaction was accounted for using the purchase method of accounting.
- (3) The provision for loan losses in the three months ended March 31, 1997 and 1996 and the year ended December 31, 1996 consists primarily of \$8.4 million, \$8.7 million and \$20.6 million related to the Company's discounted loan portfolio, respectively. Beginning in the first quarter of 1996, the Company began recording general valuation allowances on discounted loans. See "Management Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Provision for Loan Losses."
- (4) Represents a portion of the amounts paid to the Company in connection with the Company's acquisition of certain mortgage-related securities which generate taxable income in the first several years of the instrument's life and tax losses of an equal amount thereafter, but have minimal or no cash flows. Commencing in 1994, such amounts are deferred and recognized in interest income on a level yield basis over the expected life of that portion of the deferred tax asset which relates to tax residuals.
- (5) Relates primarily to the Company's investment in LLC, a joint venture formed to acquire loans from HUD. At March 31, 1997 and December 31, 1996, the net discounted loans held by such joint venture amounted to \$48.6 million and \$110.7 million, respectively. All of such loans are classified as available for sale. See "Business--Investment in Joint Ventures."
- (6) In September 1995 the Company announced its decision to dispose of its automated banking division, which was substantially complete at December 31, 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Discontinued Operations" and Note 3 to the Consolidated Financial Statements.
- (7) Securities available for sale were carried at market value at March 31, 1997 and December 31, 1996, 1995, 1994 and 1993 and amortized cost at December 31, 1992. Loans available for sale are carried at the lower of cost or market value.
- (8) The discounted loan portfolio consists of mortgage loans purchased at a discount to the unpaid debt, most of which were non-performing or under-performing at the date of acquisition. The loan portfolio and loans available for sale consist of other loans which were originated or purchased by the Company for investment or for potential sale, respectively. See "Business-- Discounted Loan Acquisition and Resolution Activities" and "--Lending Activities," respectively. Data related to discounted loans does

not include discounted loans held by LLC.

- (9) Real estate owned consists of properties acquired by foreclosure or by deed-in-lieu thereof on loans and is primarily attributable to the Company's discounted loan acquisition and resolution business.
- (10) Reflects the Company's repurchase of 8,815,060 shares of Common Stock during 1995 for an aggregate of \$42.0 million.
- (11) Ratios for periods subsequent to 1992 are based on average daily balances during the periods and ratios for 1992 are based on month-end balances. Ratios for the three months ended March 31, 1997 and 1996 are annualized where appropriate.
- (12) Includes the Company's pro rata share of the average assets held by LLC.
- (13) Exclusive of a one-time assessment to recapitalize the SAIF in 1996 and gains from the sale of branch offices in 1995 and 1994 and related income taxes and profit sharing expense, (i) return on average assets on income from continuing operations amounted to 2.54%, 2.00% and 1.40% during 1996, 1995 and 1994, respectively, and (ii) return on average equity on income from continuing operations amounted to 33.35%, 25.02% and 20.06% during 1996, 1995 and 1994, respectively.
- (14) The efficiency ratio represents non-interest expense divided by the sum of net interest income before provision for loan losses, non-interest income and equity in earnings of investment in joint venture. Exclusive of the SAIF assessment in 1996 and gains from the sales of branch offices in 1995 and 1994 and related income taxes and profit sharing expense, the efficiency ratio amounted to 41.33%, 56.34% and 64.14% during 1996, 1995 and 1994, respectively.
- (15) Non-performing loans and total loans do not include loans in the Company's discounted loan portfolio or loans available for sale.

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

The following discussion of the Company's consolidated financial condition and results of operations and capital resources and liquidity should be read in conjunction with Selected Consolidated Financial Data and the Consolidated Financial Statements and related notes included elsewhere herein.

RESULTS OF OPERATIONS

GENERAL. The Company recorded net income of \$17.0 million or \$0.63 per share for the three months ended March 31, 1997, as compared to \$3.0 million or \$0.11 per share in the same period in the prior year, and net income of \$50.1 million or \$1.88 per share for 1996, as compared with \$25.5 million or \$0.91 per share for 1995 and \$47.3 million or \$1.39 per share for 1994. Included in net income for 1996 is a net charge of \$0.15 per share related to the FDIC's assessment to recapitalize the SAIF.

The following table sets forth the Company's income from continuing operations during the periods indicated, exclusive of the one-time assessment for the recapitalization of SAIF in 1996 and gains from the sale of branch offices in 1995 and 1994, net of related income taxes and profit sharing expense, and certain performance ratios during such periods based on such income from continuing operations.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,		
	1997	1996	1996	1995	1994
(DOLLARS IN THOUSANDS)					
Income from continuing operations, as adjusted.....	\$ 17,041	\$ 3,029	\$ 54,127	\$ 30,352	\$ 23,967
Return on average assets(1).....	2.61%	0.62%	2.54%	2.00%	1.40%
Return on average equity.....	32.05%	8.57%	33.35%	25.02%	20.06%

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(1) Includes the Company's pro rata share of the average assets held by LLC

In recent years, the Company has emphasized discounted loan acquisition and resolution activities and a variety of other mortgage lending activities, which generally reflect the Company's focus on business lines which offer the potential for above average returns without increased risk of loss. As a result of the Company's business strategy, the average balance of the Company's discounted loan portfolio (which does not include the Company's pro rata share of discounted loans held by LLC) increased 217.1% from \$352.6 million (20.6% of total average assets) during 1994 to \$675.3 million (33.5% of total average assets) during 1996 to \$1.11 billion (42.9% of total average assets) during the three months ended March 31, 1997, and the average balance of the Company's other loans, including loans available for sale, increased 107.6% from \$261.0 million (15.2% of total average assets) to \$503.5 million (25.0% of total average assets) to \$541.9 million (20.8% of total average assets) during the same respective periods. This growth in the Company's lending activities, particularly its discounted loan activities, has substantially contributed to the Company's profitability in recent periods. In this regard, the Company estimates that its discounted loan acquisition and resolution activities and its other lending activities accounted for approximately 80%, 58%, 97%, 73% and 27% of its income from continuing operations before income taxes during the three months ended March 31, 1997 and 1996 and the years ended December 31, 1996, 1995 and 1994, respectively.

The Company's discounted loan activities also include investments in joint ventures to acquire discounted loans, which to date have consisted primarily of the Company's 50% interest in LLC, a joint venture which was formed by the Company and BlackRock Capital Finance L.P. ("BlackRock") to acquire discounted loans from HUD in April 1996. Equity in earnings of investment in joint ventures amounted to \$14.4 million and \$38.3 million during the three months ended March 31, 1997 and the year ended

December 31, 1996, respectively, and were primarily comprised of \$9.2 million and \$28.5 million of gains related to the securitization of discounted single-family residential loans acquired from HUD, respectively.

The Company's lending activities and increasing use of securitizations has resulted in gains on the sale of interest-earning assets becoming a significant part of the Company's operating results. Gains from the sale of interest-earning assets amounted to \$16.8 million and \$5.0 million during the three months ended March 31, 1997 and 1996, respectively, and \$21.7 million, \$7.0 million and \$5.7 million during the years ended December 31, 1996, 1995 and 1994, respectively. A significant component of these gains in 1997 and 1996 were gains from the direct sale of discounted loans and single-family residential loans to non-conforming borrowers, as well as gains from the sale of senior classes in mortgage-related securities backed by such loans.

The Company's operating results in 1995 and 1994 also were significantly affected by the effects of the sale of branch offices at the end of 1995 and 1994, which resulted in \$5.4 million and \$62.6 million of gains before profit sharing expense and income taxes during these respective periods. As a result of these sales, the Company's average assets decreased during 1995 and the Company's principal source of deposits shifted to brokered and other wholesale deposits.

The Company's operating results during 1995 and 1994 also were affected by losses from discontinued operations of its automated banking division and related activities, which, net of applicable tax effect, amounted to \$7.7 million and \$4.5 million during these periods, respectively.

NET INTEREST INCOME. The operations of the Company are substantially dependent on its net interest income, which is the difference between the interest income received from its interest-earning assets and the interest expense paid on its interest-bearing liabilities. Net interest income is determined by an institution's net interest spread (i.e., the difference between the yield earned on its interest-earning assets and the rates paid on its interest-bearing liabilities), the relative amount of interest-earning assets and interest-bearing liabilities and the degree of mismatch in the maturity and repricing characteristics of its interest-earning assets and interest-bearing liabilities.

The following table sets forth, for the periods indicated, information regarding the total amount of income from interest-earning assets and the resultant average yields, the interest expense associated with interest-bearing liabilities, expressed in dollars and rates, and the net interest spread and net interest margin. Information is based on average daily balances during the indicated periods.

	THREE MONTHS ENDED MARCH 31,						YEAR ENDED DECEMBER 31,	
	1997			1996			1996	
	AVERAGE BALANCE	INTEREST	AVERAGE YIELD/ RATE(1)	AVERAGE BALANCE	INTEREST	AVERAGE YIELD/ RATE(1)	AVERAGE BALANCE	INTEREST
(DOLLARS IN THOUSANDS)								
AVERAGE ASSETS:								
Federal funds sold and repurchase agreements.....	\$ 132,337	\$ 1,658	5.01%	\$ 57,191	\$ 769	5.38%	\$ 84,997	\$ 4,681
Securities held for trading.....	13,179	248	7.53	--	--	--	21,291	1,216
Securities available for sale(2).....	338,956	8,173	9.64	322,322	7,781	9.66	284,433	26,932
Loans available for sale(3).....	118,729	2,851	9.61	261,351	6,597	10.10	175,078	17,092
Investment securities and other(4)....	23,032	681	11.83	37,912	644	6.79	36,264	3,990
Mortgage-related securities held for investment.....	--	--	--	--	--	--	--	--
Loan portfolio (3).....	423,135	10,692	10.11	298,502	10,010	13.41	328,378	36,818
Discounted loan portfolio.....	1,118,233	30,224	10.81	645,482	22,155	13.73	675,345	103,165
Total interest earning assets, interest income.....	2,167,601	54,527	10.06	1,622,760	47,956	11.82	1,605,786	193,894
Non-interest earning cash.....	11,350			6,029			6,372	
Investment in low-income housing tax credit interests.....	90,398			85,428			83,110	
Investment in joint ventures.....	63,637			--			46,193	
Real estate owned, net.....	112,227			162,988			137,250	
Allowance for loan losses.....	(16,515)			(2,849)			(11,250)	
Other assets.....	179,156			81,846			145,822	
Total assets.....	\$2,607,854			\$1,956,202			\$2,013,283	
AVERAGE LIABILITIES AND STOCKHOLDERS' EQUITY:								
Interest-bearing demand deposits.....	\$ 24,699	227	3.68	\$ 26,302	229	3.48	\$ 33,167	620
Savings deposits.....	2,620	15	2.29	3,446	21	2.44	3,394	78
Certificates of deposit.....	1,964,020	29,652	6.04	1,465,587	22,751	6.21	1,481,197	93,075
Total interest-bearing deposits...	1,991,339	29,894	6.00	1,495,335	23,001	6.15	1,517,758	93,773
Reverse repurchase agreements.....	20,934	272	5.20	44,985	653	5.81	19,581	1,101
Securities sold but not yet purchased.....	--	--	--	--	--	--	--	--
FHLB advances.....	21,521	283	5.26	70,399	1,039	5.90	71,221	4,053
Notes, debentures and other interest bearing obligations.....	225,573	6,715	11.91	116,335	3,439	11.82	148,282	17,233
Total interest -bearing liabilities, interest expense.....	2,259,367	37,164	6.58	1,727,054	28,132	6.52	1,756,842	116,160
Non-interest bearing deposits.....	15,543			4,323			10,938	
Escrow deposits.....	71,713			37,167			41,306	
Other liabilities.....	48,525			46,284			42,865	
Total liabilities.....	2,395,148			1,814,828			1,851,951	
Stockholders' equity.....	212,706			141,374			161,332	
Total liabilities and stockholders' equity.....	\$2,607,854			\$1,956,202			\$2,013,283	
Net interest income.....		\$ 17,363			\$ 19,824			\$ 77,734
Net interest spread.....			3.48%			5.30%		
Net interest margin.....			3.20%			4.89%		
Ratio of interest-earning assets to interest-bearing liabilities.....	96%			94%			91%	
	1995			1994				
	AVERAGE YIELD/ RATE	AVERAGE BALANCE	INTEREST	AVERAGE YIELD/ RATE	AVERAGE BALANCE	INTEREST	AVERAGE YIELD/ RATE	
AVERAGE ASSETS:								
Federal funds sold and repurchase agreements.....	5.51%	\$ 55,256	\$ 3,502	6.34%	\$ 166,592	\$ 8,861	5.32%	
Securities held for trading.....	5.71	--	--	--	--	--	--	
Securities available for sale(2).....	9.47	211,559	18,391	8.69	449,654	27,988	6.22	
Loans available for sale(3).....	9.76	167,011	15,608	9.35	179,962	19,353	10.75	
Investment securities and other(4)....	11.00	46,440	4,033	8.68	79,895	9,842	12.32	

Mortgage-related securities held for investment.....	--	77,257	4,313	5.58	140,321	6,930	4.94
Loan portfolio (3).....	11.21	130,901	15,430	11.79	81,070	5,924	7.31
Discounted loan portfolio.....	15.28	483,204	75,998	15.73	352,633	52,560	14.91
		-----	-----		-----	-----	
Total interest earning assets, interest income.....	12.07	1,171,628	137,275	11.72	1,450,127	131,458	9.07
Non-interest earning cash.....		17,715			27,717		
Investment in low-income housing tax credit interests.....		63,925			39,135		
Investment in joint ventures.....		--			--		
Real estate owned, net.....		144,348			51,314		
Allowance for loan losses.....		(1,180)			(2,689)		
Other assets.....		124,932			149,349		
		-----			-----		
Total assets.....		\$1,521,368			\$1,714,953		
		-----			-----		
		-----			-----		
AVERAGE LIABILITIES AND STOCKHOLDERS' EQUITY:							
Interest-bearing demand deposits.....	1.87	\$ 31,373	1,031	3.29	\$ 77,433	1,396	1.80
Savings deposits.....	2.30	20,370	451	2.21	138,434	2,602	1.88
Certificates of deposit.....	6.28	1,119,836	70,371	6.28	928,209	40,963	4.41
		-----	-----		-----	-----	
Total interest-bearing deposits...	6.18	1,171,579	71,853	6.13	1,144,076	44,961	3.93
Reverse repurchase agreements.....	5.62	16,754	951	5.68	254,457	10,416	4.09
Securities sold but not yet purchased.....	--	17,149	1,142	6.66	39,526	2,780	7.03
FHLB advances.....	5.69	14,866	1,126	7.57	26,476	1,232	4.65
Notes, debentures and other interest bearing obligations.....	11.62	78,718	8,988	11.42	25,041	3,209	12.81
		-----	-----		-----	-----	
Total interest -bearing liabilities, interest expense.....	6.61	1,299,066	84,060	6.47	1,489,576	62,598	4.20
Non-interest bearing deposits.....		19,960			69,276		
Escrow deposits.....		4,073			2,430		
Other liabilities.....		76,978			34,171		
		-----			-----		
Total liabilities.....		1,400,077			1,595,453		
Stockholders' equity.....		121,291			119,500		
		-----			-----		
Total liabilities and stockholders' equity.....		\$1,521,368			\$1,714,953		
		-----			-----		
		-----			-----		
Net interest income.....			\$ 53,215			\$ 68,860	
			-----			-----	
			-----			-----	
Net interest spread.....	5.46%			5.25%			4.86%
	-----			-----			-----
	-----			-----			-----
Net interest margin.....	4.84%			4.54%			4.75%
	-----			-----			-----
	-----			-----			-----
Ratio of interest-earning assets to interest-bearing liabilities.....		90%			97%		

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- (1) Annualized.
- (2) Excludes effect of unrealized gains or losses on securities available for sale, net of taxes.
- (3) The average balances of loans available for sale and the loan portfolio include non-performing loans, interest on which is recognized on a cash basis.
- (4) Interest income from investment securities and other includes interest income attributable to that portion of the Company's deferred tax asset which relates to tax residuals. See "Taxation-Federal Taxation-Tax Residuals" and Note 21 to the Consolidated Financial Statements. If the average balance of the deferred tax asset related to tax residuals was included in the average balance of investment securities and other, the weighted average yield would have been 11.82% and 4.47% during the three months ended March 31, 1997 and 1996, respectively, and 7.34%, 5.93% and 11.48% during the years ended December 31, 1996, 1995 and 1994, respectively.

The following table describes the extent to which changes in interest rates and changes in volume of interest-earning assets and interest-bearing liabilities have affected the Company's interest income and expense during the periods indicated. For each category of interest-earning assets and interest-bearing liabilities, information is provided on changes attributable to (i) changes in volume (change in volume multiplied by prior rate), (ii) changes in rate (change in rate multiplied by prior volume) and (iii) total change in rate and volume. Changes attributable to both volume and rate have been allocated proportionately to the change due to volume and the change due to rate.

	THREE MONTHS ENDED MARCH 31,			YEAR ENDED DECEMBER 31,					
	1997 VS. 1996			1996 VS. 1995			1995 VS. 1994		
	INCREASE (DECREASE) DUE TO			INCREASE (DECREASE) DUE TO			INCREASE (DECREASE) DUE TO		
	RATE	VOLUME	TOTAL	RATE	VOLUME	TOTAL	RATE	VOLUME	TOTAL
(DOLLARS IN THOUSANDS)									
INTEREST-EARNING ASSETS:									
Federal funds sold and repurchase agreements.....	\$ (56)	\$ 945	\$ 889	\$ (507)	\$ 1,686	\$ 1,179	\$ 1,445	\$ (6,804)	
Securities held for trading.....	248	--	248	608	608	1,216	--	--	
Securities available for sale.....	(9)	401	392	1,757	6,784	8,541	8,584	(18,181)	
Loans available for sale.....	(307)	(3,439)	(3,746)	713	771	1,484	(2,417)	(1,328)	
Investment securities and other.....	355	(318)	37	947	(990)	(43)	(2,401)	(3,408)	
Mortgage-related securities held for investment.....	--	--	--	--	(4,313)	(4,313)	812	(3,429)	
Loan portfolio.....	(2,850)	3,532	682	(788)	22,176	21,388	4,747	4,759	
Discounted loan portfolio.....	(5,484)	13,553	8,069	(2,235)	29,402	27,167	3,041	20,397	
Total interest-earning assets.....	(8,103)	14,674	6,571	495	56,124	56,619	13,811	(7,994)	
INTEREST-BEARING LIABILITIES:									
Interest-bearing demand deposits.....	12	(14)	(2)	(467)	56	(411)	752	(1,117)	
Savings deposits.....	(1)	(5)	(6)	17	(390)	(373)	395	(2,546)	
Certificates of deposit.....	(640)	7,541	6,901	(3)	22,707	22,704	19,777	9,631	
Total interest-bearing deposits.....	(629)	7,522	6,893	(453)	22,373	21,920	20,924	5,968	
Reverse repurchase agreements.....	(62)	(319)	(381)	(9)	159	150	2,926	(12,391)	
Securities sold but not yet purchased....	--	--	--	--	(1,142)	(1,142)	(141)	(1,497)	
FHLB advances.....	(103)	(653)	(756)	(345)	3,272	2,927	574	(680)	
Notes, debentures and other.....	24	3,252	3,276	163	8,082	8,245	(386)	6,165	
Total interest-bearing liabilities...	(770)	9,802	9,032	(644)	32,744	32,100	23,897	(2,435)	
Increase (decrease) in net interest income.....	\$ (7,333)	\$ 4,872	\$ (2,461)	\$ 1,139	\$ 23,380	\$ 24,519	\$ (10,086)	\$ (5,559)	

TOTAL

INTEREST-EARNING ASSETS:	
Federal funds sold and repurchase agreements.....	\$ (5,359)
Securities held for trading.....	--
Securities available for sale.....	(9,597)
Loans available for sale.....	(3,745)
Investment securities and other.....	(5,809)
Mortgage-related securities held for investment.....	(2,617)
Loan portfolio.....	9,506
Discounted loan portfolio.....	23,438
Total interest-earning assets.....	5,817
INTEREST-BEARING LIABILITIES:	
Interest-bearing demand deposits.....	(365)
Savings deposits.....	(2,151)
Certificates of deposit.....	29,408
Total interest-bearing deposits.....	26,892
Reverse repurchase agreements.....	(9,465)
Securities sold but not yet purchased....	(1,638)
FHLB advances.....	(106)
Notes, debentures and other.....	5,779
Total interest-bearing liabilities...	21,462
Increase (decrease) in net interest income.....	\$ (15,645)

THREE MONTHS ENDED MARCH 31, 1997 VERSUS THREE MONTHS ENDED MARCH 31, 1996

Net interest income before provision for loan losses decreased \$2.5 million or 12.4% during the three months ended March 31, 1997, as compared to the same period in the prior year. This decrease was attributable to a 182 basis point decrease in the net interest spread from 5.30% to 3.48% during the three months ended March 31, 1996 and 1997, respectively, which more than offset a \$544.8 million or 33.6% increase in average interest-earning assets from period to period. Both the decrease in the net interest spread and the increase in average interest-earning assets were primarily attributable to the discounted loan portfolio.

Interest income on the discounted loan portfolio increased \$8.1 million or 36.4% during the three months ended March 31, 1997, as compared to the same period in the prior year, as a result of a \$472.8 million or 73.2% increase in the average balance of the discounted loan portfolio, which was offset in part by a 292 basis point decrease in the weighted average yield earned. The decrease in the yield was partly attributable to a 138% increase in the average balance of discounted single-family residential loans as a result of acquisitions from HUD. A majority of the \$425.6 million of discounted single-family residential loans acquired by the Company from HUD in the first quarter of 1997 is currently under a HUD forbearance plan, which generally results in a lower effective yield than the contract rate. The decrease in the weighted average yield on the discounted loan portfolio also reflects a change in the Company's strategy to resolve discounted loans through placing the borrowers on payment plans or other forms of loan modification. In prior periods, the Company emphasized pre-foreclosure resolutions through pre-approved sales of the underlying collateral or loan payoffs, which results in a higher interest yield because the amount by which the payoff proceeds exceed book value is included in interest income. As a result of this change in strategy and other factors, the Company decided to cease accretion of discount on non-performing discounted single-family residential loans effective January 1, 1997. See "--Recent Regulatory Developments" below. Discount accretion on the non-performing discounted single-family residential loan portfolio amounted to \$2.0 million or 125 basis points in yield during the three months ended March 31, 1996. As a result of these factors, the Company believes that for the remainder of 1997 the yield earned on its discounted loan portfolio will remain below the yield earned in prior years but that the change in strategy should improve the ultimate value of the discounted loan portfolio.

Interest income on the loan portfolio increased \$682,000 or 6.8% during the three months ended March 31, 1997, as compared to the same period in the prior year, primarily due to a \$124.6 million or 41.8% increase in the average balance of the loan portfolio during this period, as compared to the same period in 1996, which was offset in part by a 330 basis point decrease in the weighted average yield earned. The decrease in the yield was primarily due to \$2.1 million of fees earned during the first quarter of 1996 in connection with the repayment of hotel loans.

Interest income on loans available for sale decreased \$3.7 million or 56.8% in the first quarter of 1997, as compared to the same period in 1996, due to a decrease in the average balance of loans available for sale of \$142.6 million or 54.6% and a 49 basis point decrease in the weighted average yield earned.

The increase in interest expense during the three months ended March 31, 1997, as compared to the same period in the prior year, reflects the Company's continued use of certificates of deposit to fund its asset growth and the issuance of \$125.0 million of 11.875% Notes in September 1996. The average amount of the Company's certificates of deposit increased from \$1.47 billion during the three months ended March 31, 1996 to \$1.96 billion during the three months ended March 31, 1997.

1996 VERSUS 1995

The Company's net interest income increased \$24.5 million or 46.1% during 1996, as compared to the prior year. This increase resulted from a \$56.6 million or 41.2% increase in interest income due to a \$434.2 million or 37.1% increase in average interest-earning assets during 1996 and, to a lesser extent, a 35 basis

point increase in the weighted average yield on such assets. The increase in interest income was offset in part by a \$32.1 million or 38.2% increase in interest expense due to a \$457.8 million or 35.2% increase in average interest-bearing liabilities, primarily certificates of deposit, FHLB advances, notes and debentures, and to a lesser extent, a 14 basis point increase in the weighted average rate paid on interest-bearing liabilities. The Company's net interest margin increased to 4.84% in 1996 from 4.54% in 1995.

The increase in interest income during 1996, as compared to the prior year, reflects substantial increases in the average balances on the discounted loan portfolio and the loan portfolio as a result of the Company's increased emphasis on multi-family residential and commercial real estate loans, as well as an increase in the average balance of loans available for sale as a result of the Company's emphasis on single-family residential loans to non-conforming borrowers. Beginning in 1996, adjustments to reduce the carrying value of discounted loans to the fair value of the property securing the loan are charged against the allowance for loan losses on the discounted loan portfolio and not against interest income on discounted loans. Had charge-offs on discounted loans been included as a reduction of interest income in 1996, the weighted average yield on the discounted loan portfolio would have been 13.9%.

The average balance of the Company's interest-bearing liabilities increased substantially during 1996, as compared to the prior year, as a result of a \$361.4 million or 32.3% increase in the average balance of certificates of deposit, a \$56.4 million or 379.1% increase in the average balance of FHLB advances and a \$69.6 million or 88.4% increase in the average balance of notes and debentures, which reflect the Company's continued reliance on brokered and other wholesale certificates of deposit and advances from the FHLB as a source of funds and the Company's issuance of the Notes in September 1996 and the Bank's issuance of the Debentures in June 1995, respectively.

1995 VERSUS 1994

The Company's net interest income decreased \$15.6 million or 22.7% during 1995 as a result of a \$21.5 million or 34.3% increase in interest expense, which was primarily attributable to the Company's use of brokered and other wholesale deposits as a principal source of funds following the branch sale in 1994. The Company believes that the increase in interest expense in 1995 was substantially offset by the decrease in non-interest expense during this period as a result of the branch sales at the end of 1995 and 1994. The Company's interest income increased by \$5.8 million or 4.4% during 1995, but was adversely affected by a decrease in the average balance of interest-earning assets during the period as a result of the branch sales. The Company's net interest margin decreased from 4.75% during 1994 to 4.54% during 1995.

The weighted average yield on interest-earning assets increased from 9.07% in 1994 to 11.72% in 1995 primarily as a result of increases in the weighted average yields on the Company's loan portfolio and discounted loan portfolio. The weighted average yield on the Company's loan portfolios increased during 1995 because commercial real estate loans, which have higher interest rates than single-family residential loans, comprised a significantly larger proportion of such portfolios during this period. Average interest-earning assets decreased by \$278.5 million or 19.2% during 1995 as increases in the outstanding balances of the Company's loan portfolios were more than offset by decreases in the average balances of all other categories of interest-earning assets as a result of the sales of branch offices at the end of 1995 and 1994.

The weighted average rate paid on interest-bearing liabilities increased from 4.20% in 1994 to 6.47% in 1995 as a result of the Company's increased utilization of brokered and other wholesale deposits, as noted above, and an increase in market interest rates generally. Average interest bearing liabilities decreased by \$190.5 million or 12.8% in 1995 as increases in the average balances of certificates of deposits and subordinated debentures and other interest-bearing obligations, due primarily to the Bank's issuance of the Debentures in June 1995, were more than offset by decreases in the average balances of all other categories of interest-bearing liabilities.

PROVISIONS FOR LOAN LOSSES. Provisions for losses on loans are charged to operations to maintain an allowance for losses on each of the loan portfolio and the discounted loan portfolio at a level which management considers adequate based upon an evaluation of known and inherent risks in such loan portfolios. Management's periodic evaluation is based on an analysis of each of the discounted loan portfolio and the loan portfolio, historical loss experience, current economic conditions and other relevant factors.

Provisions for loan losses amounted to \$9.7 million and \$9.4 million during the three months ended March 31, 1997 and 1996, respectively, and \$22.5 million, \$1.1 million and \$0 during the years ended December 31, 1996, 1995 and 1994, respectively. The provisions for losses in the three months ended March 31, 1997 and 1996 and the year ended December 31, 1996 were primarily attributable to a change in methodology for valuing discounted loans, which was adopted by the Company effective January 1, 1996 at the request of the OTS. Pursuant to this change in methodology, the Company establishes provisions for losses on discounted loans as necessary to maintain an allowance for losses at a level which management believes reflects the inherent losses which may have occurred but have not yet been specifically identified, and records all charge-offs on the discounted loan portfolio, net of recoveries, against the allowance for losses on discounted loans. Prior to 1996, provisions for losses on loans were not established in connection with the discounted loan portfolio because adjustments to reduce the carrying value of discounted loans to the lower of amortized cost or the fair market value of the properties securing the loans discounted at the effective interest rate, which amounted to \$5.0 million in 1995, were recorded in interest income on discounted loans.

Provision for losses on the discounted loan portfolio amounted to \$8.4 million, \$8.7 million and \$20.6 million during the three months ended March 31, 1997 and 1996 and the year ended December 31, 1996, respectively, and net charge-offs on the discounted loan portfolio amounted to \$3.2 million, \$525,000 and \$9.2 million during the same respective periods.

Provisions for losses on the loan portfolio amounted to \$1.3 million and \$699,000 during the three months ended March 31, 1997 and 1996, respectively, and \$1.9 million, \$1.1 million and \$0 during the years ended December 31, 1996, 1995 and 1994, respectively. Net charge-offs on the loan portfolio amounted to \$34,000 and \$15,000 during the three months ended March 31, 1997 and 1996, respectively, and \$296,000 and \$245,000 during the years ended December 31, 1996 and 1995, respectively. The Company had net recoveries of \$187,000 on the loan portfolio in 1994. The increases in the provisions for losses on the loan portfolio in recent periods were primarily the result of increases in the amount of loans outstanding, particularly commercial real estate loans.

Although management utilizes its best judgment in providing for possible loan losses, there can be no assurance that the Company will not increase its provisions for possible loan losses in subsequent periods. Changing economic and business conditions, fluctuations in local markets for real estate, future changes in nonperforming asset trends, large upward movements in market interest rates or other factors could affect the Company's future provisions for loan losses. In addition, the OTS, as an integral part of its examination process, periodically reviews the adequacy of the Company's allowance for losses on loans and discounted loans. Such agency may require the Company to recognize changes to such allowances for losses based on its judgment about information available to it at the time of examination.

NON-INTEREST INCOME. Non-interest income increased \$18.1 million or 549% in the three months ended March 31, 1997, as compared to the same period in the prior year, and, exclusive of \$5.4 million and \$62.6 million of gains from the sale of branch offices in 1995 and 1994, respectively, non-interest income increased \$11.5 million or 44.8% in 1996 and \$6.8 million or 35.7% in 1995. The increases in non-interest income during the three months ended March 31, 1997 and the year ended December 31, 1996 were primarily attributable to gains on the sale of interest-earning assets, and the increase in non-interest

income during the year ended December 31, 1995 was primarily attributable to such gains, gain on the sale of a hotel and an increase in income from real estate owned.

The following table sets forth the principal components of the Company's non-interest income during the periods indicated.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,		
	1997	1996	1996	1995	1994
(DOLLARS IN THOUSANDS)					
Servicing fees and other charges.....	\$ 5,236	\$ (681)	\$ 4,682	\$ 2,870	\$ 4,786
Gains on sales of interest-earning assets, net.....	16,778	5,017	21,682	6,955	5,727
Income (loss) on real estate owned, net.....	(794)	(1,916)	3,827	9,540	5,995
Gain on sale of hotel.....	--	--	--	4,658	--
Other income.....	131	872	7,084	1,727	2,467
Subtotal.....	21,351	3,292	37,275	25,750	18,975
Gain from sale of branch offices.....	--	--	--	5,430	62,600
Total.....	\$ 21,351	\$ 3,292	\$ 37,275	\$ 31,180	\$ 81,575

Servicing fees and other charges increased in the three months ended March 31, 1997 and in the year ended December 31, 1996 primarily as a result of increases in loan servicing and related fees, which reflect an increase in the number and amount of loans serviced by the Company for others (including LLC) from 1,366 and \$361.6 million at December 31, 1995, respectively, to 38,670 and \$2.59 billion at March 31, 1997, respectively. Servicing fees and other charges during the three months ended March 31, 1997 include \$1.1 million of fees earned in connection with the setup of loans transferred to the Company for servicing during this period, and servicing fees and other charges during the same period in the prior year include a \$928,000 valuation adjustment to mortgage servicing rights due to a significant increase in prepayments of the underlying loans serviced, which were primarily attributable to refinancings. See "Business--Loan Servicing Activities." Servicing fees and other charges decreased in 1995, primarily as a result of a \$2.3 million decrease in deposit-related fees, which decreased as a result of the branch sales at the end of 1995 and 1994, and a \$121,000 decrease in loan fees primarily as a result of a decrease in late charges on loans, which were offset in part by a \$783,000 servicing fee received by the Company from the purchaser of the branch offices sold at the end of 1994 for servicing deposits subsequent to the sale but prior to their effective transfer.

Net gains on sales of interest-earning assets during the three months ended March 31, 1997 were primarily attributable to the securitization by the Company, LLC and an affiliate of BlackRock of 2,916 discounted single-family residential loans with an unpaid principal balance of \$140.7 million and past due interest of \$37.1 million, all of which were acquired from HUD during 1996 and 1995. The Company realized a \$9.5 million gain as a result of its direct participation in this transaction. Net gains on sales of interest-earning assets during the three months ended March 31, 1997 also include \$2.7 million of gains from sales of sub-prime single-family residential loans and \$3.5 million of gains from sales of discounted commercial real estate loans. Net gains on sales of interest-earning assets during the three months ended March 31, 1996 were primarily comprised of a \$5.4 million gain from the sale of discounted single-family residential loans which had been brought current in accordance with their terms.

Net gains on sales of interest-earning assets in 1996 were primarily comprised of a \$5.4 million gain from the sale of 256 single-family loans in the Company's discounted loan portfolio which had been brought current in accordance with their terms, a \$4.5 million gain from the sale of discounted commercial real estate loans, a \$7.2 million net gain from the securitization of \$219.6 million of sub-prime single-family residential loans and subsequent sale of the senior classes of mortgage-backed securities backed by such loans, and a \$7.9 million net gain from the securitization of \$136.5 million of large discounted commercial

real estate loans and subsequent sale of the mortgage-backed securities backed by such loans. Net gains on sales of interest-earning assets in 1995 were primarily comprised of a \$6.0 million gain from the sale of loans in the Company's discounted loan portfolio which had been brought current in accordance with their terms and a \$1.6 million gain from the securitization of \$83.9 million of multi-family residential loans and subsequent sale of the mortgage-backed securities backed by such loans. Net gains on sales of interest-earning assets in 1994 were primarily comprised of \$7.2 million of net gains from the sale of multi-family residential loans and mortgage-backed securities, \$1.8 million of gains from trading activities, \$890,000 of gains from the sale of loans in the Company's discounted loan portfolio which had been brought current in accordance with their terms and \$2.1 million of gains from the sale of timeshare and other consumer loans, which more than offset \$6.3 million of net losses from the sale of mortgage-backed and related securities backed by single-family residential loans.

Gains on sale of interest-earning assets (as well as other assets, such as real estate owned, as discussed below) generally are dependent on various factors which are not necessarily within the control of the Company, including market and economic conditions. As a result, there can be no assurance that the gains on sale of interest-earning assets (and other assets) reported by the Company in prior periods will be reported in future periods or that there will not be substantial inter-period variations in the results from such activities.

The following table sets forth the information regarding the Company's income (loss) on real estate owned during the periods indicated, which were primarily related to the discounted loan portfolio.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,		
	1997	1996	1996	1995	1994
(DOLLARS IN THOUSANDS)					
Gains on sales.....	\$ 3,898	\$ 3,900	\$ 22,835	\$ 19,006	\$ 21,308
Provision for losses in fair value.....	(2,337)	(6,378)	(18,360)	(10,510)	(9,074)
Rental income (carrying costs), net.....	(2,355)	562	(648)	1,044	(6,239)
Income (loss) on real estate owned, net.....	\$ (794)	\$ (1,916)	\$ 3,827	\$ 9,540	\$ 5,995

Income (loss) on real estate owned primarily relates to real estate owned acquired by foreclosure or deed-in-lieu thereof on loans in the Company's discounted loan portfolio. The increase in the provision for losses in fair value on real estate owned during 1996 was primarily attributable to discussions between the Company and the OTS following an examination of the Bank by the OTS. The Company incurred \$2.4 million of carrying costs, net during the three months ended March 31, 1997, as compared to \$562,000 of rental income, net during the same period in the prior year, primarily because properties acquired by foreclosure or by deed-in-lieu thereof on loans acquired from HUD generally require more repairs than other properties. In addition, during the first quarter of 1997 the Company accrued \$675,000 of expenses related to a bulk sale of real estate owned. For additional information relating to the Company's real estate owned, see "Business--Asset Quality--Real Estate Owned."

In October 1995, the Company sold one of the two hotels owned by the Company for a gain of \$4.7 million.

Other income increased during 1996 primarily as a result of a \$4.9 million gain on the sale of certain of the Company's investment in low-income housing tax credits. See "Business-Investment Activities-Investments in Low Income Housing Tax Credit Interests." Other income decreased in 1995 primarily because other income in 1994 included \$627,000 of servicing fees received in connection with the servicing of the private mortgage insurance business of subsidiaries of Investors Mortgage Insurance Holding Company ("IMI"), which were sold in 1993, and \$858,000 of fees received by Ocwen Asset Management, Inc. ("OAM"), a subsidiary of the Company which had managed mortgage-backed and related securities as

a discretionary asset manager for an unaffiliated party. These decreases were partially offset by a \$1.0 million litigation settlement received in 1995 from a broker-dealer relating to a tax residual transaction.

The Company realized a \$5.4 million gain from the sale of two branch offices and \$111.7 million of related deposits at the end of 1995 and a \$62.6 million gain from the sale of 23 branch offices and \$909.3 million of related deposits at the end of 1994. The Company sold these branch offices and the related deposit liabilities because of the premiums which could be obtained for such deposits under existing market and economic conditions and because the Company believed that it could replace these deposits with other sources of funds, such as brokered and other wholesale deposits, FHLB advances and reverse repurchase agreements, which management generally believes have an effective cost to the Company which is more attractive than the deposits obtained from branch offices after the general and administrative expense associated with such offices is taken into account. The Company funded the sale of the deposits transferred in the branch sales with cash and cash equivalents obtained from brokered and other wholesale deposits, proceeds obtained from sales of securities classified as available for sale and other sources of funds. For a breakdown of the components of the gains from the branch sales, see Note 2 to the Consolidated Financial Statements.

NON-INTEREST EXPENSE. Non-interest expense increased \$11.0 million or 94.3% during the three months ended March 31, 1997, as compared to the same period in 1996, and by \$24.0 million or 52.7% during the year ended December 31, 1996, and decreased by \$23.3 million or 33.8% during the year ended December 31, 1995. The increase in non-interest expense during the three months ended March 31, 1997, as compared to the same period in the prior year, was primarily attributable to an \$8.8 million or 141.9% increase in compensation and employee benefits. The increase in non-interest expense in 1996 was primarily related to a \$14.6 million or 61.3% increase in employee compensation and benefits and the SAIF assessment of \$7.1 million. The decrease in non-interest expense in 1995 reflects the sale of 23 of the Company's branch offices at the end of 1994 and, to a lesser extent, the sale of two of the Company's other branch offices at the end of 1995.

The following table sets forth the principal components of the Company's non-interest expense during the periods indicated.

	THREE MONTHS ENDED MARCH 31,		YEAR ENDED DECEMBER 31,		
	1997	1996	1996	1995	1994
(DOLLARS IN THOUSANDS)					
Compensation and employee benefits.....	\$ 14,923	\$ 6,170	\$ 38,357	\$ 23,787	\$ 42,395
Occupancy and equipment.....	2,829	2,045	8,921	8,360	11,537
Amortization of goodwill.....	--	--	--	--	1,346
Net operating (gains) losses on investments in real estate and certain low-income housing tax credit interests.....	1,093	461	(453)	337	(723)
SAIF assessment.....	--	--	7,140	--	--
Other operating expenses.....	3,852	3,007	15,613	13,089	14,303
Total.....	\$ 22,697	\$ 11,683	\$ 69,578	\$ 45,573	\$ 68,858

The increases in compensation and employee benefits during the three months ended March 31, 1997 and the year ended December 31, 1996 reflect increases in the average number of full-time equivalent employees from 323 to 629 during the three months ended March 31, 1996 and 1997, respectively, and from 344 to 398 during the year ended December 31, 1995 and 1996, respectively. In addition, profit sharing expense increased by \$3.6 million during the three months ended March 31, 1997, as compared to the same period in the prior year, and by \$8.4 million during the year ended December 31, 1996. The decrease in compensation and employee benefits in 1995 reflected a decrease in the average number of

full-time equivalent employees from 548 in 1994 to 344 in 1995 as a result of the sales of branch offices and other reduction in work force measures, as well as a \$10.7 million decrease in profit sharing expense.

The increase in occupancy and equipment expense during the three months ended March 31, 1997, as compared to the same period in the prior year, was primarily due to an increase in data processing costs and office equipment expenses. The increase in occupancy and equipment expense in 1996 was related to the increase in leased office space attributable to the increase in the number of full-time equivalent employees discussed above. The decrease in occupancy and equipment expense in 1995 reflected the sale of branch offices at the end of 1994 and lower occupancy costs as a result of the Company's move to new executive offices in 1995.

Net operating losses on investments in real estate and certain low-income housing tax credit interests, which includes hotel operations, increased during the three months ended March 31, 1997, as compared to the same period in 1996, as a result of net operating losses and depreciation expense on low-income housing tax credit interests placed in service since the first quarter of 1996. The changes in this item during 1996, 1995 and 1994 generally reflect the Company's acquisition of two hotels for investment in mid-1993 and the significant renovation and sale of one of these hotels in 1995, as discussed above.

Other operating expenses increased by \$845,000 during the three months ended March 31, 1997, as compared to the same period in the prior year, primarily due to a \$600,000 increase in loan related expenses and a \$200,000 increase in professional fees, which were offset in part by lower FDIC insurance premium expenses of \$405,000. Other expenses increased by \$2.5 million in 1996, primarily as a result of an \$885,000 increase in FDIC insurance premiums and a \$1.7 million increase in loan related expenses. Other expenses decreased in 1995 primarily as a result of a \$641,000 decrease in travel and lodging expenses, a \$337,000 decrease in marketing expenses and a \$683,000 decrease in miscellaneous other expenses, which were offset in part by a \$1.1 million increase in loan related expenses. See Note 25 to the Consolidated Financial Statements.

EQUITY IN EARNINGS OF INVESTMENT IN JOINT VENTURE. Equity in earnings of investment in joint venture relates primarily to LLC. The Company's \$14.4 million of earnings from LLC during the three months ended March 31, 1997 consisted of 50% of the net income of LLC before deduction of the Company's 50% share of loan servicing fees, which are paid 100% to the Company, and the recapture of \$2.5 million of valuation allowances established in 1996 by the Company on its equity investment in LLC as a result of the resolution and securitization of loans. The Company's 50% pro rata share of LLC's income during the three months ended March 31, 1997 consisted primarily of \$1.7 million of interest income on discounted loans and \$9.2 million of gains on the sale of discounted loans, including the securitization of HUD loans in March 1997 as part of a larger transaction involving the Company and an affiliate of BlackRock.

The Company's equity in earnings of LLC amounted to \$38.3 million in 1996 and included 50% of the net income of LLC before deduction of the Company's 50% share of loan servicing fees, which are paid 100% to the Company, 50% of the gain on sale of loan servicing rights which the Company acquired from LLC, \$7.6 million in provision for losses on the equity investment in LLC and a \$460,000 gain on sale of future contracts used to hedge the loans securitized. The Company's 50% pro rata share of LLC's income in 1996 consisted primarily of \$10.1 million of net interest income on discounted loans and \$35.6 million of gains on sales of discounted loans. The Company has recognized 50% of the loan servicing fees not eliminated in consolidation in servicing fees and other charges. See "Business--Investment in Joint Ventures," Note 3 to the Interim Consolidated Financial Statements and Note 2 to the Consolidated Financial Statements.

INCOME TAX EXPENSE (BENEFIT). Income tax expense (benefit) amounted to \$3.6 million and \$(1.0) million during the three months ended March 31, 1997 and 1996, respectively. The Company's income tax expense is reported net of tax credits of \$3.6 million and \$2.4 million during the first quarter of 1997 and 1996, respectively, resulting from the Company's investment in low-income housing tax credit interests.

Exclusive of such amounts, the Company's effective tax rate amounted to 34.7% and 37.0% during the three months ended March 31, 1997 and 1996, respectively.

Income tax expense on the Company's income from continuing operations amounted to \$11.2 million, \$4.6 million and \$29.7 million during 1996, 1995 and 1994, respectively. The Company's effective tax rate amounted to 18.2%, 12.1% and 36.4% during 1996, 1995 and 1994, respectively. The Company's low effective tax rates in 1996 and 1995 were primarily attributable to the tax credits resulting from the Company's investment in low-income housing tax credit interests, which amounted to \$9.3 million, \$7.7 million and \$5.4 million during 1996, 1995 and 1994, respectively. The Company's effective tax rate in 1994 includes the effects of the Company's write-off of the remaining goodwill of \$9.1 million in connection with the sale of branch offices which was not deductible for tax purposes, and an increase in state taxes, which more than offset the benefits of tax credits resulting from the Company's investment in low-income housing tax credit interests. Exclusive of the above amounts, the Company's effective tax rate amounted to 33.4%, 32.6% and 38.73% during 1996, 1995 and 1994, respectively. For additional information see " -- Changes in Financial Condition--Investments in Low-Income Tax Credit Interests" below.

DISCONTINUED OPERATIONS. In September 1995, the Company announced its decision to dispose of its automated banking division, which generally emphasized the installation of automated teller machines and automated banking centers in a wide variety of locations which were not associated with branch offices of the Company, as well as the development and installation of an automated multi-application card system for the distribution of financial products and services to members of a college or university population. As a result of this decision, an after-tax loss on disposal of \$3.2 million was recorded, which consisted of a net loss of \$2.0 million on the sale of assets and a loss of \$1.2 million incurred from related operations until the sale and disposition, which was substantially completed at December 31, 1995. Losses from the operations of the discontinued division prior to discontinuance, net of tax, amounted to \$4.5 million during 1995 and 1994. See Note 3 to the Consolidated Financial Statements.

CHANGES IN FINANCIAL CONDITION

The following table sets forth information relating to certain of the Company's assets and liabilities at the dates indicated.

	MARCH 31, 1997	DECEMBER 31, ----- 1996 1995 -----	
		(DOLLARS IN THOUSANDS)	
Assets:			
Securities held for trading.....	\$ --	\$ 75,606	\$ --
Securities available for sale.....	348,066	354,005	337,480
Loans available for sale.....	88,511	126,366	251,790
Loan portfolio, net.....	422,232	402,582	295,605
Discounted loan portfolio, net.....	1,280,972	1,060,953	669,771
Investment in low-income housing tax credit interests.....	99,924	93,309	81,362
Investment in joint ventures.....	33,367	67,909	--
Real estate owned, net.....	98,466	103,704	166,556
Investment in real estate.....	46,132	41,033	11,957
Deferred tax asset.....	3,253	5,860	22,263
Total assets.....	2,649,471	2,483,685	1,973,590
Liabilities:			
Deposits.....	2,106,829	1,919,742	1,501,646
FHLB advances.....	399	399	70,399
Reverse repurchase agreements.....	39,224	74,546	84,761
Notes, debentures and other.....	225,573	225,573	117,054
Total liabilities.....	2,424,315	2,280,089	1,834,043
Stockholders' equity.....	225,156	203,596	139,547

SECURITIES HELD FOR TRADING. The Company held \$75.6 million in single-family CMOs for trading at December 31, 1996. This security, which was sold in January 1997, was acquired from LLC in 1996 in connection with LLC's securitization of a portion of the loans acquired by it from HUD. See "Business-- Investment in Joint Ventures-Securitization of HUD Loans by LLC."

SECURITIES AVAILABLE FOR SALE. Securities available for sale decreased \$5.9 million or 1.7% during the three months ended March 31, 1997 due primarily to \$14.0 million of sales and \$14.0 million of principal repayments and net premium amortization, which were offset in part by \$21.7 million of purchases, including the acquisition of a \$3.8 million subordinate security in connection with the Company's securitization of single-family residential loans acquired from HUD and sale of the senior classes of securities backed by such loans. Securities available for sale increased \$16.5 million or 4.9% during 1996 primarily as a result of the purchase of \$88.6 million of IOs, the acquisition of two REMIC residual securities with a carrying value of \$20.6 million in connection with the Company's securitization of \$219.6 million of sub-prime single-family residential loans, the acquisition of a subordinate security with a carrying value of \$18.9 million from LLC in connection with LLC's securitization of loans acquired by it from HUD and the acquisition of an additional \$32.1 million of subordinate securities, of which \$9.2 million were acquired in connection with the Company's securitization of \$136.5 million of commercial discounted loans. These acquisitions were offset in part by the sale and repayment of \$76.3 million of CMOs, the sale of \$46.4 million of subordinate securities and the sale of \$16.1 million of IOs. For additional information relating to these investments, see "Business--Investment Activities--Mortgage-Backed and Related Securities" and Note 6 to the Consolidated Financial Statements.

LOANS AVAILABLE FOR SALE. Loans available for sale, which are comprised primarily of sub-prime single-family residential loans, decreased \$37.9 million or 30.0% during the three months ended March 31, 1997 and \$125.4 million or 49.8% during 1996. During the three months ended March 31, 1997, the Company

acquired \$64.5 million of sub-prime single-family residential loans and sold \$82.1 million of such loans. The decrease in loans available for sale in 1996 occurred primarily as a result of sales of \$381.1 million of single-family residential loans, \$14.9 million of multi-family residential loans and principal payments of \$26.7 million, which substantially offset the purchase and origination of \$304.5 million of such loans. Of the single-family residential loans sold during 1996, \$219.6 million were due to the Company's securitization of such loans. See "Business--Lending Activities--Single-Family Residential Loans."

At March 31, 1997, non-performing loans available for sale amounted to \$13.1 million or 14.8% of total loans available for sale, as compared to \$14.4 million or 11.4% at December 31, 1996 and \$7.9 million or 3.2% at December 31, 1995. Non-performing loans available for sale consist primarily of sub-prime single-family residential loans, reflecting the higher risks associated with such loans and resolutions of such loans by the Company in recent periods. During 1996, the Company recorded a \$1.6 million reduction in the carrying value of these loans to record them at the lower of cost or fair value.

LOAN PORTFOLIO, NET. The Company's net loan portfolio increased \$19.7 million or 4.9% during the three months ended March 31, 1997 primarily as a result of loans for the construction or rehabilitation of multi-family residences, which increased \$22.9 million during this period. The Company's net loan portfolio increased \$107.0 million or 36.2% during 1996 primarily as a result of increased investment in multi-family residential loans, particularly construction loans, and commercial real estate loans secured by hotels and office buildings. From December 31, 1995 to December 31, 1996, multi-family residential loans, including construction loans, increased \$18.8 million, and commercial real estate and land loans increased \$142.6 million, including a \$74.5 million and a \$67.5 million increase in loans secured by hotels and office buildings, respectively. See "Business--Lending Activities."

At March 31, 1997, non-performing loans amounted to \$9.3 million or 2.2% of total loans, as compared to \$2.3 million or 0.6% at December 31, 1996 and \$3.9 million or 1.3% at December 31, 1995. At March 31, 1997, non-performing loans consisted primarily of \$7.5 million of multi-family residential loans, which represented a \$7.4 million increase from December 31, 1996. The Company's allowance for loan losses amounted to 51.9% and 154.2% of non-performing loans at March 31, 1997 and December 31, 1996, respectively. See "Business--Asset Quality" and Note 9 to the Consolidated Financial Statements.

DISCOUNTED LOAN PORTFOLIO, NET. The discounted loan portfolio increased \$220.0 million or 20.7% during the three months ended March 31, 1997 and \$391.2 million or 58.4% during 1996. During the three months ended March 31, 1997, discounted loan acquisitions having an unpaid principal balance of \$442.9 million, which included \$425.6 million of single-family residential loans acquired from HUD, more than offset \$63.6 million of resolutions and repayments, \$51.6 million of loans transferred to real estate owned and \$79.8 million of sales of discounted loans. During 1996, discounted loan acquisitions having an unpaid principal balance of \$1.11 billion more than offset \$371.2 million of resolutions and repayments, \$138.5 million of transfers to real estate owned and \$230.2 million of sales. Of the discounted loans sold during 1996, \$136.5 million were due to the Company's securitization of performing commercial discounted loans. See "Business--Discounted Loan Acquisition and Resolution Activities" and Note 10 to the Consolidated Financial Statements.

At March 31, 1997, discounted loans which were performing in accordance with original or modified terms amounted to \$536.0 million or 34.3% of the gross discounted loan portfolio, as compared to \$579.6 million or 44.1% at December 31, 1996 and \$351.6 million or 37.3% at December 31, 1995. The Company's allowance for losses on its discounted loan portfolio amounted to \$16.8 million or 1.3% of discounted loans at March 31, 1997, as compared to \$11.5 million or 1.1% at December 31, 1996. The Company did not maintain an allowance for losses on its discounted loan portfolio prior to 1996. See "Business-- Discounted Loan Acquisition and Resolution Activities--Payment Status of Discounted Loans."

INVESTMENTS IN LOW-INCOME HOUSING TAX CREDIT INTERESTS. In 1993, the Company commenced a multi-family residential lending program which includes direct and indirect investments in multi-family residential projects which have been allocated low-income housing tax credits under Section 42 of the Code by a state tax credit allocating agency. At March 31, 1997, the Company had \$99.9 million of investments in low-income housing tax credit interests, as compared to \$93.3 million and \$81.4 million at December 31, 1996 and 1995, respectively.

Investments by the Company in low-income housing tax interests made on or after May 18, 1995 in which the Company invests solely as a limited partner, which amounted to \$23.7 million at March 31, 1997, are accounted for using the equity method in accordance with the consensus of the Emerging Issues Task Force through Issue Number 94-1. Limited partnership investments made prior to May 18, 1995, which amounted to \$52.2 million at March 31, 1997, are accounted for under the effective yield method as a reduction of income tax expense. Low-income housing tax credit partnerships in which the Company invests as both a limited and, through a subsidiary, a general partner amounted to \$24.0 million at March 31, 1997 and are presented on a consolidated basis. See "Business--Investment Activities-- Investment in Low-Income Housing Tax Credit Interests" and Note 14 to the Consolidated Financial Statements.

INVESTMENT IN JOINT VENTURES. From time to time the Company and a co-investor acquire discounted loans by means of a co-owned joint venture. At March 31, 1997, the Company's investment in joint ventures, net consisted of a 50% interest in LLC, a limited liability company formed by the Company and BlackRock, and a 10% interest in BCFL, L.L.C. ("BCFL"), a limited liability company which also was formed by the Company and BlackRock, which amounted to \$32.3 million and \$1.1 million, respectively. LLC was formed in March 1996 to acquire discounted single-family residential loans auctioned by HUD, and BCFL was formed in January 1997 to acquire discounted multi-family residential loans from HUD. At March 31, 1997, LLC had \$70.2 million of assets, which consisted primarily of \$48.6 million of discounted single-family residential loans available for sale and \$12.1 million of real estate owned. See "Business--Investment in Joint Ventures," Note 3 to the Interim Consolidated Financial Statements and Note 2 to the Consolidated Financial Statements.

REAL ESTATE OWNED, NET. Real estate owned, net consists almost entirely of properties acquired by foreclosure or deed-in-lieu thereof on loans in the Company's discounted loan portfolio. Such properties amounted to \$96.4 million or 97.9% of total real estate owned at March 31, 1997 and consisted of \$45.8 million, \$10.5 million and \$40.1 million of properties attributable to single-family residential loans, multi-family residential loans and commercial real estate loans, respectively. Real estate owned decreased \$5.2 million or 5.1% during the three months ended March 31, 1997 and \$62.9 million or 37.7% during the year ended December 31, 1996 as a result of decreases in single-family and multi-family real estate owned attributable to the discounted loan portfolio. The decrease in real estate owned during the three months ended March 31, 1997 reflected a bulk sale of 288 properties for \$21.2 million, which resulted in a gain of \$430,000.

The Company actively manages its real estate owned. The Company sold 533 properties with a carrying value of \$46.9 million during the three months ended March 31, 1997, 1,175 properties with a carrying value of \$160.6 million during 1996, 1,229 properties with a carrying value of \$139.2 million during 1995 and 1,410 properties with a carrying value of \$116.0 million during 1994. These sales resulted in gains, net of the provision for loss, of \$1.6 million, \$4.5 million, \$8.5 million and \$12.2 million during the three months ended March 31, 1997 and the years ended December 31, 1996, 1995 and 1994, respectively, which are included in determining the Company's net income (loss) on real estate owned. See "Business--Asset Quality--Real Estate Owned" and Note 11 to the Consolidated Financial Statements.

INVESTMENT IN REAL ESTATE. In conjunction with its multi-family residential and commercial real estate lending business activities, the Company has made certain acquisition, development and construction loans in which the Company participates in the expected residual profits of the underlying real estate and the

borrower has not made an equity contribution substantial to the overall project. As such, the Company accounts for these loans under the equity method of accounting as though it has made an investment in a real estate limited partnership. The Company's investment in such loans amounted to \$30.3 million at March 31, 1997, as compared to \$24.9 million at December 31, 1996. The Company had no such investments at December 31, 1995.

The Company also has invested indirectly in The Westin Hotel, Columbus, located in Columbus, Ohio. The Company's investment in such property increased to \$16.1 million at December 31, 1996 from \$12.0 million at December 31, 1995 as a result of capital improvements made to the hotel and decreased to \$15.9 million at March 31, 1997 as a result of depreciation. For additional information, see "Business-- Subsidiaries."

DEFERRED TAX ASSET. At March 31, 1997 the deferred tax asset, net of deferred tax liabilities, amounted to \$3.3 million, a decrease of \$2.6 million from the \$5.9 million deferred tax asset at December 31, 1996. At March 31, 1997, the gross deferred tax asset amounted to \$16.0 million and consisted primarily of \$2.1 million of mark-to-market and reserves on real estate owned, \$4.0 million of deferred interest expense on the discount loan portfolio, \$3.8 million of valuation allowance reserves and \$1.9 million of profit sharing expense, and the gross deferred tax liability amounted to \$12.7 million and consisted of primarily of \$4.4 million of deferred interest income on the discount loan portfolio, \$1.5 million related to hedge transactions and \$3.7 million of mark-to-market on securities available for sale. At December 31, 1996, the gross deferred tax asset amounted to \$15.1 million and consisted primarily of \$3.7 million related to tax residuals, \$3.5 million of mark-to-market and reserves on real estate owned and \$3.9 million of deferred interest expense on the discount loan portfolio, and the gross deferred tax liability amounted to \$9.2 million and consisted primarily of \$4.6 million of deferred interest income on the discount loan portfolio and \$2.1 million of mark-to-market on certain securities available for sale.

As result of the Company's earnings history, current tax position and taxable income projections, management believes that the Company will generate sufficient taxable income in future years to realize the deferred tax asset which existed at March 31, 1997. In evaluating the expectation of sufficient future taxable income, management considered future reversals of temporary differences and available tax planning strategies that could be implemented, if required. A valuation allowance was not required at March 31, 1997 because it was management's assessment that, based on available information, it is more likely than not that all of the deferred tax asset will be realized. A valuation allowance will be established in the future to the extent of a change in management's assessment of the amount of the net deferred tax asset that is expected to be realized. See Note 21 to the Consolidated Financial Statements.

DEPOSITS. Deposits increased \$187.1 million or 9.8% during the three months ended March 31, 1997 and \$418.1 million or 27.8% during the year ended December 31, 1996, primarily as a result of brokered deposits obtained through national investment banking firms which solicit deposits from their customers, which amounted to \$1.34 billion at March 31, 1997, as compared to \$1.22 billion and \$1.12 billion at December 31, 1996 and 1995, respectively. The Company's deposits also increased during 1996 as a result of the Company's direct solicitation and marketing efforts to regional and local investment banking firms, institutional investors and high net worth individuals. Deposits obtained in this manner amounted to \$607.1 million at March 31, 1997, as compared to \$540.6 million and \$273.4 million at December 31, 1996 and 1995, respectively. See "Business--Sources of Funds--Deposits" and Note 16 to the Consolidated Financial Statements.

FHLB ADVANCES AND REVERSE REPURCHASE AGREEMENTS. FHLB advances decreased \$70.0 million during 1996 as a result of the repayment of a \$70.0 million advance which matured during this period. Reverse repurchase agreements decreased by \$35.3 million and by \$10.2 million during the three months ended March 31, 1997 and the year ended December 31, 1996, respectively. From time to time the Company utilizes such collateralized borrowings as additional sources of liquidity. See Business--Sources of Funds-- Borrowings" and Notes 17 and 18 to the Consolidated Financial Statements.

NOTES, DEBENTURES AND OTHER INTEREST-BEARING OBLIGATIONS. Notes, debentures and other interest-bearing obligations increased \$108.5 million during 1996 primarily as a result of the \$125.0 million of 11.875% Notes issued by the Company in September 1996. This increase more than offset the repayment of \$8.6 million of short-term notes which were privately issued to stockholders of the Company and a \$7.8 million decrease in hotel mortgages payable due to the Company's decision in November 1996 to acquire the mortgage payable on the Company's hotel in Columbus, Ohio. See Note 19 to the Consolidated Financial Statements.

STOCKHOLDERS' EQUITY. Stockholders' equity increased \$21.6 million or 10.6% during the three months ended March 31, 1997 and \$64.0 million or 45.9% during 1996. The increase in stockholders' equity during the three months ended March 31, 1997 was primarily attributable to net income of \$17.0 million, an increase of \$3.2 million in the unrealized gain on securities available for sale and a \$1.5 million decrease in the outstanding balance of loans made to certain officers and directors to fund the exercise of stock options. The increase in stockholders' equity during 1996 was primarily due to \$50.1 million of net income, a \$4.9 million increase in unrealized gain on securities available for sale and a \$13.0 million increase in Common Stock and additional paid-in capital in connection with the issuance of 2,928,830 shares of Common Stock as a result of the exercise of vested stock options by certain of the Company's and the Bank's current and former officers and directors. These increases more than offset the loans made to certain of such officers and directors to fund their exercise of the stock options, which had an unpaid principal balance of \$2.3 million at March 31, 1997.

ASSET AND LIABILITY MANAGEMENT

Asset and liability management is concerned with the timing and magnitude of the repricing of assets and liabilities. It is the objective of the Company to attempt to control risks associated with interest rate movements. In general, management's strategy is to match asset and liability balances within maturity categories to limit the Company's exposure to earnings variations and variations in the value of assets and liabilities as interest rates change over time. The Company's asset and liability management strategy is formulated and monitored by the Asset/Liability Committee, which is composed of directors and officers of the Company and the Bank, in accordance with policies approved by the Board of Directors of the Bank. The Asset/Liability Committee meets regularly to review, among other things, the sensitivity of the Company's assets and liabilities to interest rate changes, the book and market values of assets and liabilities, unrealized gains and losses, including those attributable to hedging transactions, purchase and sale activity, and maturities of investments and borrowings. The Asset/Liability Committee also approves and establishes pricing and funding decisions with respect to overall asset and liability composition.

The Asset/Liability Committee is authorized to utilize a wide variety of off-balance sheet financial techniques to assist it in the management of interest rate risk. These techniques include interest rate exchange agreements, pursuant to which the parties exchange the difference between fixed-rate and floating-rate interest payments on a specified principal amount (referred to as the "notional amount") for a specified period without the exchange of the underlying principal amount. Interest rate exchange agreements are utilized by the Company to protect against the decrease in value of a fixed-rate asset or the increase in borrowing cost from a short-term, fixed-rate liability, such as reverse repurchase agreements, in an increasing interest-rate environment. At March 31, 1997, the Company had entered into interest rate exchange agreements with an aggregate notional amount of \$44.1 million. Interest rate exchange agreements had the effect of increasing (decreasing) the Company's net interest income by (\$74,000) and \$0 during the three months ended March 31, 1997 and 1996, respectively, and by (\$58,000), \$358,000 and \$754,000 during the years ended December 31, 1996, 1995 and 1994, respectively.

The Company also enters into interest rate futures contracts, which are commitments to either purchase or sell designated financial instruments at a future date for a specified price and may be settled in cash or through delivery. Eurodollar futures contracts have been sold by the Company to hedge the repricing or maturity risk of certain short duration mortgage-related securities, and U.S. Treasury futures

contracts have been sold by the Company to offset declines in the market value of its fixed-rate loans and certain fixed-rate mortgage-backed and related securities available for sale in the event of an increasing interest rate environment. At March 31, 1997, the Company had entered into U.S. Treasury futures (short) contracts with an aggregate notional amount of \$264.3 million. The Company had no outstanding Eurodollar futures contracts at March 31, 1997. Futures contracts had the effect of increasing (decreasing) the Company's net interest income by (\$904,000) and (\$240,000) during the three months ended March 31, 1997 and 1996, respectively, and by (\$729,000), \$619,000 and \$650,000 during the years ended December 31, 1996, 1995 and 1994, respectively. In addition, futures contracts had the effect of decreasing the Company's non-interest income by \$56,000 and \$0 during the three months ended March 31, 1997 and 1996, respectively, and by \$4.1 million, \$3.3 million and \$0 during the years ended December 31, 1996, 1995, and 1994, respectively. For additional information, see Note 20 to the Consolidated Financial Statements and Note 4 to the Interim Consolidated Financial Statements.

The Asset/Liability Committee's methods for evaluating interest rate risk include an analysis of the Company's interest rate sensitivity "gap," which is defined as the difference between interest-earning assets and interest-bearing liabilities maturing or repricing within a given time period. A gap is considered positive when the amount of interest-rate sensitive assets exceeds the amount of interest-rate sensitive liabilities. A gap is considered negative when the amount of interest-rate sensitive liabilities exceeds interest-rate sensitive assets. During a period of rising interest rates, a negative gap would tend to adversely affect net interest income, while a positive gap would tend to result in an increase in net interest income. During a period of falling interest rates, a negative gap would tend to result in an increase in net interest income, while a positive gap would tend to affect net interest income adversely. Because different types of assets and liabilities with the same or similar maturities may react differently to changes in overall market rates or conditions, changes in interest rates may affect net interest income positively or negatively even if an institution were perfectly matched in each maturity category.

The following table sets forth the estimated maturity or repricing of the Company's interest-earning assets and interest-bearing liabilities at March 31, 1997. The amounts of assets and liabilities shown within a particular period were determined in accordance with the contractual terms of the assets and liabilities, except (i) adjustable-rate loans, performing discount loans, securities and FHLB advances are included in the period in which they are first scheduled to adjust and not in the period in which they mature, (ii) fixed-rate mortgage-related securities reflect estimated prepayments, which were estimated based on analyses of broker estimates, the results of a prepayment model utilized by the Company and empirical data, (iii) non-performing discount loans reflect the estimated timing of resolutions which result in repayment to the Company, (iv) fixed-rate loans reflect scheduled contractual amortization, with no estimated prepayments, (v) NOW and money market checking deposits and savings deposits, which do not have contractual maturities, reflect estimated levels of attrition, which are based on detailed studies of each such category of deposit by the Bank, and (vi) escrow deposits and other non-interest bearing checking accounts, which amounted to \$95.2 million at March 31, 1997, are excluded. Management believes that these assumptions approximate actual experience and considers them reasonable; however, the interest rate sensitivity of the

Company's assets and liabilities in the table could vary substantially if different assumptions were used or actual experience differs from the historical experience on which the assumptions are based.

MARCH 31, 1997					
	WITHIN 3 MONTHS	4 TO 12 MONTHS	MORE THAN 1 YEAR TO 3 YEARS	3 YEARS AND OVER	TOTAL
(DOLLARS IN THOUSANDS)					
Rate-Sensitive Assets:					
Interest-earning cash, federal funds sold and repurchase agreements.....	\$ 107,802	\$ --	\$ --	\$ --	\$ 107,802
Securities available for sale.....	26,688	62,190	71,831	187,357	348,066
Loans available for sale (1).....	13,857	33,358	12,919	28,377	88,511
Investment securities, net.....	95	238	19	10,849	11,201
Loan portfolio, net (1).....	118,372	86,726	53,522	163,612	422,232
Discount loan portfolio, net.....	201,850	446,097	291,081	341,944	1,280,972
Total rate-sensitive assets.....	468,664	628,609	429,372	732,139	2,258,784
Rate-Sensitive Liabilities:					
NOW and money market checking deposits.....	13,784	1,292	1,431	6,145	22,652
Savings deposits.....	348	266	292	1,167	2,073
Certificates of deposit.....	326,956	642,889	444,154	572,941	1,986,940
Total interest-bearing deposits.....	341,088	644,447	445,877	580,253	2,011,665
FHLB advances.....	--	399	--	--	399
Securities sold under agreements to repurchase.....	39,224	--	--	--	39,224
Subordinated notes, debentures and other interest-bearing obligations.....	--	--	--	225,573	225,573
Total rate-sensitive liabilities.....	380,312	644,846	445,877	805,826	2,276,861
Interest rate sensitivity gap before off-balance sheet financial instruments.....	88,352	(16,237)	(16,505)	(73,687)	(18,077)
Off-Balance Sheet Financial Instruments:					
Futures contracts and interest rate swap.....	286,131	(39,595)	(46,230)	(200,306)	--
Interest rate sensitivity gap.....	\$ 374,483	\$ (55,832)	\$ (62,735)	\$ (273,993)	\$ (18,077)
Cumulative interest rate sensitivity gap.....	\$ 374,483	\$ 318,651	\$ 255,916	\$ (18,077)	
Cumulative interest rate sensitivity gap as a percentage of total rate-sensitive assets.....	16.58%	14.11%	11.33%	(0.80)%	

(1) Balances have not been reduced for non-performing loans.

Although interest rate sensitivity gap is a useful measurement and contributes toward effective asset and liability management, it is difficult to predict the effect of changing interest rates based solely on that measure. As a result, and as required by OTS regulations, the Asset/Liability Committee also regularly reviews interest rate risk by forecasting the impact of alternative interest rate environments on net interest income and market value of portfolio equity ("MVPE"), which is defined as the net present value of an institution's existing assets, liabilities and off-balance sheet instruments, and evaluating such impacts against the maximum potential changes in net interest income and MVPE that is authorized by the Board of Directors of the Bank.

The following table sets forth at March 31, 1997 the estimated percentage change in the Company's net interest income over a four-quarter period and MVPE based upon the indicated changes in interest rates, assuming an instantaneous and sustained uniform change in interest rates at all maturities.

CHANGE (IN BASIS POINTS) IN INTEREST RATES	ESTIMATED CHANGE IN	
	NET INTEREST INCOME	MVPE
+400.....	11.99%	(7.09)%
+300.....	8.99	(4.44)
+200.....	6.00	1.27
+100.....	3.00	(1.19)
0.....	--	--
-100.....	(3.00)	(8.81)
-200.....	(6.00)	(22.72)
-300.....	(8.99)	(31.56)
-400.....	(11.99)	(36.70)

The negative estimated changes in MVPE for -100 to -400 changes in interest rates is attributable to the Company's investments in IO strips. Increased payments of the underlying mortgages as a result of a decrease in market interest rates or other factors can result in a loss of all or part of the purchase price of IO strips. IO strips also are adversely affected by an increase in interest rates, due primarily to inverse IO strips whose interest rates change inversely with, and often as a multiple of, a specialized index such as the one-month LIBOR rate. An increasing interest rate environment adversely affects the value of inverse IO strips, because the coupons of inverse IO strips decrease in an increasing interest rate environment. IO strips exhibit considerably more price volatility than ordinary mortgage pass-through securities, due in part to the uncertain cash flows that result from changes in the prepayment rates of the underlying mortgages.

Management of the Company believes that the assumptions used by it to evaluate the vulnerability of the Company's operations to changes in interest rates approximate actual experience and considers them reasonable; however, the interest rate sensitivity of the Company's assets and liabilities and the estimated effects of changes in interest rates on the Company's net interest income and MVPE could vary substantially if different assumptions were used or actual experience differs from the historical experience on which they are based.

LIQUIDITY, COMMITMENTS AND OFF-BALANCE SHEET RISKS

Liquidity is a measurement of the Company's ability to meet potential cash requirements, including ongoing commitments to fund deposit withdrawals, repay borrowings, fund investment, loan acquisition and lending activities and for other general business purposes. The primary sources of funds for liquidity consist of deposits, FHLB advances, reverse repurchase agreements and maturities and principal payments on loans and securities and proceeds from sales thereof.

Sources of liquidity include certificates of deposit obtained primarily from wholesale sources. At March 31, 1997 the Company had \$1.99 billion of certificates of deposit, including \$1.34 billion of brokered certificates of deposit obtained through national investment banking firms, all of which are non-cancelable. At the same date scheduled maturities of certificates of deposit during the 12 months ending March 31, 1998 and 1999 and thereafter amounted to \$969.8 million, \$444.2 million and \$572.9 million, respectively. Brokered and other wholesale deposits generally are more responsive to changes in interest rates than core deposits and, thus, are more likely to be withdrawn from the Company upon maturity as changes in interest rates and other factors are perceived by investors to make other investments more attractive. Management of the Company believes that it can adjust the rates paid on certificates of deposit to retain deposits in changing interest rate environments, and that brokered and other wholesale deposits can be both a relatively cost-effective and stable source of funds. There can be no assurance that this will continue to be the case in the future, however.

Sources of borrowings include FHLB advances, which are required to be secured by single-family and/ or multi-family residential loans or other acceptable collateral, and reverse repurchase agreements. At

March 31, 1997, the Company had \$399,000 of FHLB advances outstanding, was eligible to borrow up to an aggregate of \$167.1 million from the FHLB of New York (subject to the availability of acceptable collateral) and had \$123.4 million of single-family residential loans, \$10.5 million of multi-family residential loans and \$33.2 million of loans secured by hotel properties which could be pledged as security for such advances. At the same date, the Company had contractual relationships with 12 brokerage firms and the FHLB of New York pursuant to which it could obtain funds from reverse repurchase agreements and had \$188.1 million of unencumbered mortgage-related securities which could be used to secure such borrowings.

The liquidity of the Company includes lines of credit obtained by OFS subsequent to its acquisition of substantially all of the assets of Admiral in a transaction which closed on May 1, 1997, as follows: (i) a \$200.0 million secured line of credit from Morgan Stanley Mortgage Capital Inc. and (ii) a \$50.0 million secured line of credit from Texas Commerce Bank National Association. An aggregate of \$46.2 million was outstanding under these lines of credit at June 30, 1997, which have interest rates which float in accordance with a designated prime rate. In addition, the Company provided a \$30.0 million unsecured, subordinated credit facility to OFS, of which \$12.8 million was outstanding at June 30, 1997.

The Company believes that its existing sources of liquidity will be adequate to fund planned business activities for the foreseeable future, although there can be no assurances in this regard. Moreover, the Company continues to evaluate other sources of liquidity, such as lines of credit from unaffiliated parties, which will enhance the management of its liquidity and the costs thereof. The net proceeds from the Offerings initially will enhance the Company's liquidity.

The Company's operating activities provided cash flows of \$124.2 million, \$8.3 million and \$101.4 million during the three months ended March 31, 1997 and 1996 and the year ended December 31, 1996, respectively and used cash flows of \$189.4 million and \$108.8 million during the years ended December 31, 1995 and 1994, respectively. During the foregoing periods cash resources were provided primarily by net income and proceeds from sales of loans available for sale, and cash resources were used primarily to purchase and originate loans available for sale.

The Company's investing activities used cash flows totaling \$212.8 million, \$558.3 million and \$474.5 million during the three months ended March 31, 1997 and the years ended December 31, 1996 and 1995, respectively, and provided cash flows of \$104.5 million and \$234.5 million during the three months ended March 31, 1996 and the year ended December 31, 1994, respectively. During the foregoing periods, cash flows from investing activities were provided primarily by principal payments on discount loans and loans held for investment, proceeds from sales of securities available for sale and real estate owned, and cash flows from investing activities were primarily utilized to purchase and originate discount loans and loans held for investment and purchase securities available for sale.

The Company's financing activities provided cash flows of \$153.2 million, \$454.5 million and \$681.8 million during the three months ended March 31, 1997 and the years ended December 31, 1996 and 1995, respectively and used cash flows of \$89.6 million and \$127.9 million during the three months ended March 31, 1996 and the year ended December 31, 1994, respectively. Cash flows from financing activities primarily relate to changes in the Company's deposits, issuance of the Notes in 1996, issuance of the Debentures in 1995 and FHLB advances. Cash flows used by financing activities were primarily utilized to repay FHLB advances and reverse repurchase agreements and include the transfer of deposits in connection with the sale of branch offices in 1995 and 1994.

The Bank is required under applicable federal regulations to maintain specified levels of "liquid" investments in qualifying types of U.S. Government, federal agency and other investments having maturities of five years or less. Current OTS regulations require that a savings association maintain liquid assets of not less than 5% of its average daily balance of net withdrawable deposit accounts and borrowings payable in one year or less, of which short-term liquid assets must consist of not less than 1%. Monetary penalties may be imposed for failure to meet applicable liquidity requirements. The Bank's liquidity, as measured for regulatory purposes, averaged 6.4%, 8.8%, 12.9% and 14.2% during the three months ended

March 31, 1997 and the years ended December 31, 1996, 1995 and 1994, respectively. The Bank's regulatory liquidity amounted to 6.51% at March 31, 1997.

At March 31, 1997, the Company had \$174.0 million of unfunded commitments related to purchases and originations of loans, as well as a \$6.8 million commitment to acquire substantially all of the assets of Admiral, which was consummated on May 1, 1997. See "Business--Subsidiaries." Management of the Company believes that the Company has adequate resources to fund all of its commitments to the extent required and that substantially all of such commitments will be funded during 1997. For additional information relating to commitments and contingencies at March 31, 1997, see Note 6 to the Interim Consolidated Financial Statements.

In addition to commitments to extend credit, the Company is party to various off-balance sheet financial instruments in the normal course of business to manage its interest rate risk. See "Asset and Liability Management" above and Note 4 to the Interim Consolidated Financial Statements.

The Company conducts business with a variety of financial institutions and other companies in the normal course of business, including counterparties to its off-balance sheet financial instruments. The Company is subject to potential financial loss if the counterparty is unable to complete an agreed upon transaction. The Company seeks to limit counterparty risk through financial analysis, dollar limits and other monitoring procedures.

REGULATORY CAPITAL REQUIREMENTS

Federally-insured savings associations such as the Bank are required to maintain minimum levels of regulatory capital. These standards generally must be as stringent as the comparable capital requirements imposed on national banks.

The following table sets forth the Bank's actual and required regulatory capital ratios at March 31, 1997, as well as the amount of capital required to be maintained by the Bank in order for it to be deemed to be "well-capitalized" under the prompt corrective action regulatory framework set forth in applicable laws and regulations of the OTS.

	TANGIBLE CAPITAL	CORE CAPITAL	TIER 1 RISK-BASED CAPITAL	TOTAL RISK-BASED CAPITAL
	-----	-----	-----	-----
(DOLLARS IN THOUSANDS)				
Actual capital:				
Amount.....	\$ 242,852	\$ 242,852	\$ 242,852	\$ 364,702(1)
Ratio.....	9.48%	9.48%	8.80%	13.22%
Minimum required capital:				
Amount.....	\$ 38,411	\$ 76,822	n/a	\$ 220,769
Ratio.....	1.50%	3.00%	n/a	8.00%
"Well capitalized" required capital (2):				
Amount.....	n/a	\$ 128,037	\$ 165,574	\$ 275,956
Ratio.....	n/a	5.00%	6.00%	10.00%

(1) At March 31, 1997, the Bank's supplementary capital included \$100.0 million attributable to the Debentures and \$21.9 million of general valuation allowances. See Note 5 to the Interim Consolidated Financial Statements.

(2) In order to be "well capitalized," an institution also must not be subject to any written agreement, order or directive issued by the appropriate federal banking agency to meet and maintain a specific capital level for any capital measure. See "Regulation--The Bank--Prompt Corrective Action."

In addition to regulatory capital requirements of general applicability, a federally-chartered savings association such as the Bank may be required to meet individual minimum capital requirements established by the OTS on a case-by-case basis upon a determination that a savings association's capital is or may become inadequate in view of its circumstances. See "Regulation--The Bank--Regulatory Capital Requirements." As discussed under "--Recent Regulatory Developments" below, based upon recent

discussions with the OTS, the Bank has committed to the OTS to maintain a core capital (leverage) ratio and a total risk-based capital ratio of at least 9% and 13%, respectively, commencing on June 30, 1997. The Bank is currently in compliance with this commitment, as indicated in the above table. Based on discussions with the OTS, the Bank believes that this commitment does not affect its status as a "well-capitalized" institution, assuming the Bank's continued compliance with the regulatory capital requirements required to be maintained by it pursuant to such commitment.

RECENT REGULATORY DEVELOPMENTS

In connection with a recent examination of the Bank, the staff of the OTS expressed concern about many of the Bank's non-traditional operations, which generally are deemed by the OTS to involve higher risk, certain of the Bank's accounting policies and the adequacy of the Bank's capital in light of the Bank's lending and investment strategies. The activities which were of concern to the OTS included the Bank's sub-prime single-family residential lending activities, the Bank's origination of acquisition, development and construction loans with terms which provide for shared participation in the results of the underlying real estate, the Bank's discounted loan activities, which involve significantly higher investment in non-performing and classified assets than the majority of the savings industry, and the Bank's investment in subordinated classes of mortgage-related securities issued in connection with the Bank's asset securitization activities and otherwise.

Following the examination, the OTS instructed the Bank, commencing on June 30, 1997, to maintain a ratio of Tier 1 capital to assets of at least 12% and a total risk-based capital ratio of no less than 18%. The OTS indicated, however, that these amounts may be decreased in the event that the Bank reduced its risk profile in a manner which was satisfactory to the OTS.

Although the Bank strongly disagrees with the level of risk perceived by the OTS in its businesses, the Bank has taken various actions to address OTS concerns with respect to its risk profile, including the following: (i) sold to the Company subordinated, participating interests in a total of 11 acquisition, development and construction loans, which interests had an aggregate principal balance of \$16.9 million; (ii) ceased originating mortgage loans with profit participation features in the underlying real estate, with the exception of existing commitments, which consisted of commitments for two loans with an aggregate principal amount of \$10.7 million at March 31, 1997; (iii) transferred its sub-prime single-family residential lending operations and its large multi-family residential and commercial real estate lending operations to OFS and OCC, respectively (see "Business--General"); (iv) agreed (a) to discontinue the purchase of subordinate classes of mortgage-related securities created by unaffiliated parties, (b) to sell the five such securities held by it at March 31, 1997 (aggregate book value of \$32.0 million), which was completed by a sale to OAI on May 19, 1997 (at a gain of \$2.6 million to the Company), and (c) subject to the requirements of the OTS capital distribution regulation, to dividend to the Company all subordinated mortgage-related securities acquired by the Bank in connection with its securitization activities (see "Business--Investment Activities--Mortgage-Backed and Related Securities"), including two subordinate securities with an aggregate book value of \$19.5 million which were dividend to the Company in June 1997; (v) established as of December 31, 1996 requested write downs of cost basis, which amounted to \$7.2 million, against loans and securities resulting from its investment in loans acquired from HUD; (vi) agreed to employ a senior officer to head its Credit Management Department and to take other steps to improve the effectiveness of its independent asset review function; and (vii) agreed to provide the OTS with certain reports on a regular basis. In addition to the foregoing, and based on discussions with the OTS, the Company modified certain of its accounting policies in a manner which will result in more conservative recognition of income. Specifically, the Company (i) ceased accreting into interest income discount on non-performing residential loans, effective January 1, 1997; (ii) discontinued the capitalization of period expenses to real estate owned, effective January 1, 1997; and (iii) agreed to classify as doubtful for regulatory purposes all real estate owned which are not generating cash flow and which has been held for more than three years (see "Business--Asset Quality--Classified Assets"). If the new policy on accretion of discount on non-performing residential loans had been applied in 1994, 1995 and 1996, the

Company's income from continuing operations before income taxes, as adjusted for related profit sharing expense, would have increased by approximately \$3.2 million in 1994, decreased by approximately \$1.1 million in 1995 and decreased by approximately \$1.4 million in 1996. If the new policy on capitalization of period expenses on real estate owned had been adopted in 1994, 1995 and 1996, the Company's income from continuing operations before income taxes, as adjusted for related profit sharing expense, would have been reduced by approximately \$1.0 million in 1994 and by approximately \$2.3 million in 1995 and would have increased by approximately \$610,000 during 1996. In light of the foregoing, the Company does not believe that the above-referenced accounting changes had a material affect on the Company's financial condition or results of operations.

In connection with the foregoing actions, the Bank also committed to the OTS to maintain a core capital ratio and a total risk-based capital ratio of at least 9% and 13%, respectively, commencing on June 30, 1997. Although these individual regulatory capital requirements have been agreed to by the OTS in lieu of the higher levels previously specified by the OTS, there can be no assurance that in the future the OTS will agree to a decrease in such requirements, will not seek to increase such requirements or will not impose these or other individual regulatory capital requirements in a manner which affects the Bank's status as a "well-capitalized" institution under applicable laws and regulations.

RECENT ACCOUNTING DEVELOPMENTS

For information relating to the effects on the Company of the adoption of recent accounting standards, see Note 2 to the Interim Consolidated Financial Statements and Note 1 to the Consolidated Financial Statements.

GENERAL

The Company considers itself to be involved in a single business segment of providing financial services and conducts a wide variety of business within this segment. The Company's primary business activities consist of its discounted loan acquisition and resolution activities, multi-family residential and commercial real estate lending activities, sub-prime single-family residential lending activities and various investment activities, including investments in a wide variety of mortgage-related securities and investments in low-income housing tax credit interests. In addition, the Company formerly operated an automated banking division, the operations of which were discontinued in September 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Discontinued Operations."

The Company conducts business primarily through the Bank, a federally-chartered savings bank and a wholly-owned subsidiary of the Company. Recently, in order to address concerns by the OTS regarding the risk profile of the Bank's operations (see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments"), the Company consolidated the sub-prime single-family residential lending operations previously conducted by the Bank, together with substantially all of the assets of Admiral, within OFS and transferred the large multi-family residential and commercial real estate lending operations of the Bank (which generally involve loans with balances in excess of \$3.0 million) to OCC. (In both cases, the loans associated with the activities previously conducted by the Bank continue to be held by it.) The Company also intends to conduct certain investment activities previously conducted by the Bank, primarily investment in subordinated and residual securities resulting from the Company's securitization activities, directly or through a non-banking subsidiary. The Bank continues to conduct substantially all of the Company's discounted loan acquisition and resolution activities and loan servicing activities. In addition, the Bank currently engages in certain multi-family residential and commercial real estate lending activities (which generally involve loans with balances of up to \$3.0 million and no terms which permit the Bank to participate in the profits of the underlying real estate) and certain investment activities.

COMPUTER SYSTEMS AND USE OF TECHNOLOGY

The Company believes that its use of information technology has been a key factor in achieving its competitive advantage in the acquisition, and management and resolution of discounted loans and believes that this technology also has applicability to other aspects of its business which involve servicing intensive assets, including subprime residential mortgage lending, servicing of nonperforming or underperforming loans for third parties and asset management services provided by OCC.

In addition to its standard industry software applications which have been customized to meet the Company's requirements, the Company has internally developed fully integrated proprietary applications designed to provide decision support, automation of decision execution, tracking and exception reporting associated with the management of nonperforming and underperforming loans. The Company also has deployed a predictive dialing solution which permits the Company to direct the calls made by its collectors and increases the productivity of the department; an interactive voice response system which provides automated account information to customers; a document imaging system which permits immediate access to pertinent loan documents; and a data warehouse which permits corporate data to be shared on a centralized basis for decision support. The Company is also in the process of implementing electronic commerce which will further automate the Company's communications with its third party service providers.

The Company's proprietary systems result in a number of benefits including consistency of service to customers, reduced training periods for employees, resolution decisions which evaluate on an automated basis the optimal means (which may or may not involve proceeding directly with foreclosure) to maximize

the net resolution proceeds, the ability to effect foreclosure as quickly as possible within state specific foreclosure timelines and the management of third party service providers to ensure quality of service. The federal mortgage agencies have established a variety of measurements for approved servicers, against which the Company compares favorably. See "Business--Loan Servicing Activities."

Through its document imaging system, the Company is able to produce and file complete foreclosure packages within minutes. The Company believes that the industry standard generally is to prepare a complete foreclosure package within sixty days. Delays in the time to resolution result in increased third party costs, opportunity costs and direct servicing expenses. As a result the Company has designed its systems and procedures to move a loan through the foreclosure process in a timely manner.

The Company has invested in a sophisticated computer infrastructure to support its software applications. The Company uses an IBM RISC AS400 and NetFrame and COMPAQ Proliant file servers as its primary hardware platform. The Company uses CISCO Routers, Cabletron Hubs and chassis with fiber optic cabling throughout and between buildings so as to achieve the highest performance. The Company also has deployed a DAVOX predictive dialer which currently has capacity for 120 seats. The Company's document imaging system currently stores 12 million images. The Company's systems have significant capacity for expansion and upgrade.

The Company protects its proprietary information by developing, maintaining and enforcing a comprehensive set of information security policies; by having each employee execute an intellectual property agreement with the Company, which, among other things, prohibits disclosure of confidential information and provides for the assignment of developments; by affixing a copyright symbol to copies of any of the Company's proprietary information to which a third party has access; by emblazoning the start-up screen of any of the Company's proprietary software with the Company's logo and a copyright symbol; by having third-party contract employees and consultants execute a contract with the Company which contains, among other things, confidentiality and assignment provisions; and by otherwise limiting third-party access to the Company's proprietary information.

DISCOUNTED LOAN ACQUISITION AND RESOLUTION ACTIVITIES

The Company believes that under appropriate circumstances the acquisition of non-performing and underperforming mortgage loans at discounts offers significant opportunities to the Company. Because discounted loans generally have collateral coverage which is in excess of the purchase price of the loan, successful resolutions can produce total returns which are in excess of an equivalent investment in performing mortgage loans.

The Company began its discounted loan operations in 1991 and initially focused on the acquisition of single-family residential loans. In 1994 the Company expanded this business to include the acquisition and resolution of discounted multi-family residential and commercial real estate loans (together, unless the context otherwise requires, "commercial real estate loans"). Prior to entering the discounted loan business, management of the Company had substantial loan resolution experience through former subsidiaries of the Company which had been engaged in the business of providing private mortgage insurance for residential loans. This experience assisted the Company in developing the procedures, facilities and systems which are necessary to appropriately evaluate and acquire discounted loans and to resolve such loans in a timely and profitable manner. Management of the Company believes that the resources utilized by the Company in connection with the acquisition, servicing and resolution of discounted real estate loans, which include proprietary technology and software, allow the Company to effectively manage an extremely data-intensive business and that these resources have applications in other areas.

COMPOSITION OF THE DISCOUNTED LOAN PORTFOLIO. At March 31, 1997, the Company's net discounted loan portfolio amounted to \$1.28 billion or 48.3% of the Company's total assets. Substantially all of the Company's discounted loan portfolio is secured by first mortgage liens on real estate.

The following table sets forth the composition of the Company's discounted loan portfolio by type of loan at the dates indicated.

	MARCH 31, 1997	DECEMBER 31,				
		1996	1995	1994	1993	1992

(1) Does not include the Company's 50% ownership interest in LLC, which held \$48.6 million of discounted single-family residential loans, net at March 31, 1997. See "Business--Investment in Joint Ventures." Inclusive of the Company's pro rata interest in such loans, the Company's discounted loans, net would amount to \$1.31 billion at March 31, 1997.

(2) Consists of \$169.4 million of loans secured by office buildings, \$29.1 million of loans secured by hotels, \$131.5 million of loans secured by retail properties or shopping centers and \$71.1 million of loans secured by other properties.

(3) Consists of \$129.8 million on single-family residential loans, \$66.9 million on multi-family residential loans, \$67.6 million on commercial real estate loans and \$275,000 on other loans, respectively.

The properties which secure the Company's discounted loans are located throughout the United States. At March 31, 1997, the five states with the greatest concentration of properties securing the Company's discounted loans were California, New Jersey, New York, Pennsylvania and Connecticut, which had \$376.1 million, \$137.9 million, \$127.3 million, \$122.4 million and \$121.3 million principal amount of discounted loans (before unaccreted discount), respectively. The Company believes that the broad geographic distribution of its discounted loan portfolio reduces the risks associated with concentrating such loans in limited geographic areas, and that, due to its expertise, technology and software and procedures, the geographic diversity of its discounted loan portfolio does not place significantly greater burdens on the Company's ability to resolve such loans.

Discounted loans may have net book values up to the Bank's loans-to-one borrower limitation. See "Regulation--The Bank--Loans-to-One Borrower."

ACQUISITION OF DISCOUNTED LOANS. In the early years of the program, the Company acquired discounted loans from the FDIC and the RTC, primarily in auctions of pools of loans acquired by them from the large number of financial institutions which failed during the late 1980s and early 1990s. Although the RTC no longer is in existence and the banking and thrift industries have recovered from the problems experienced during the late 1980s and early 1990s, governmental agencies, particularly HUD, continue to be potential sources of discounted loans. In addition to governmental agencies, the Company obtains a substantial amount of discounted loans from various private sector sellers, such as banks, savings institutions, mortgage companies and insurance companies. Loans from private sector sellers comprised 53.8% of the loans in the Company's discounted loan portfolio at March 31, 1997.

The percentage of discounted loans in the Company's discounted loan portfolio acquired from private sector sellers has decreased in recent periods as a result of the Company's acquisition of a substantial amount of discounted loans from HUD. During the three months ended March 31, 1997, the Company and a co-investor were the successful bidder to purchase from HUD 13,781 single-family residential loans with an aggregate unpaid principal balance of \$855.7 million and a purchase price of \$757.2 million. The Company acquired \$425.6 million of these loans and the right to service all of such loans. In 1996, the Company and a co-investor were the successful bidder to purchase from HUD 4,591 single-family

residential loans with an aggregate unpaid principal balance of \$258.1 million and a purchase price of \$204.0 million. The Company acquired \$112.2 million of these loans and the right to service all of such loans. In 1996, the Company also acquired from HUD discounted multi-family residential loans with an unpaid principal balance of \$225 million. The foregoing acquisitions were in addition to the acquisition of \$741.2 million gross principal amount of single-family residential loans from HUD by LLC. See "Business-Investment in Joint Ventures."

Primarily as a result of acquisitions from HUD, during 1996 the Company (including its pro rata interest in LLC) was the second largest acquiror in the United States (behind Goldman Sachs' Whitehall Street Real Estate Fund) of distressed real estate assets and the largest acquiror of domestic portfolios of such assets, according to statistics published by REAL ESTATE ALERT.

HUD loans are acquired by HUD pursuant to various assignment programs of the FHA. Under programs of the FHA, a lending institution may assign an FHA-insured loan to HUD because of an economic hardship on the part of the borrower which precludes the borrower from making the scheduled principal and interest payment on the loan. FHA-insured loans also are automatically assigned to HUD upon the 20th anniversary of the mortgage loan. In most cases, loans assigned to HUD after this 20-year period are performing under the original terms of the loan. Once a loan is assigned to HUD, the FHA insurance has been paid and the loan is no longer insured. As a result, none of the HUD loans are insured by the FHA.

A majority of the \$425.6 million of loans acquired from HUD during the three months ended March 31, 1997 are subject to forbearance agreements after the servicing transfer date of March 31, 1997. During the forbearance period, borrowers are required to make a monthly payment which is based on their ability to pay and which may be less than the contractual monthly payment. Once the forbearance period is over, the borrower is required to make at least the contractual payment regardless of ability to pay. Virtually all of the foregoing loans acquired from HUD will reach the end of the forbearance period by July 1998. Prior purchases of loans from HUD by the Company (and LLC) primarily included loans that were beyond the forbearance period.

Discounted real estate loans generally are acquired in pools, although discounted commercial real estate loans may be acquired individually. These pools generally are acquired in auctions or competitive bid circumstances in which the Company faces substantial competition. Although many of the Company's competitors have access to greater capital and have other advantages, the Company believes that it has a competitive advantage relative to many of its competitors as a result of its experience in managing and resolving discounted loans, its large investment in the computer systems, technology and other resources which are necessary to conduct this business, its national reputation and the strategic relationships and contacts which it has developed in connection with these activities.

The Company generally acquires discounted loans solely for its own portfolio. From time to time, however, the Company and one or more co-investors may submit a joint bid to acquire a pool of discounted loans in order to enhance the prospects of submitting a successful bid. If successful, the Company and the co-investors generally allocate ownership of the acquired loans in an agreed upon manner, although in certain instances the Company and the co-investor may continue to have a joint interest in the acquired loans. In addition, from time to time the Company and a co-investor may acquire discounted loans through a joint venture. See "Business--Investment in Joint Ventures."

Prior to making an offer to purchase a portfolio of discounted loans, the Company conducts an extensive investigation and evaluation of the loans in the portfolio. Evaluations of potential discounted loans are conducted primarily by the Company's employees who specialize in the analysis of non-performing loans, often with further specialization based on geographic or collateral specific factors. The Company's employees regularly use third parties, such as brokers, who are familiar with the property's type and location, to assist them in conducting an evaluation of the value of the collateral property, and depending on the circumstances, particularly in the case of commercial real estate loans, may use

subcontractors, such as local counsel and engineering and environmental experts, to assist in the evaluation and verification of information and the gathering of other information not previously made available by the potential seller.

The Company determines the amount to be offered by it to acquire potential discounted loans by using a proprietary modeling system and loan information database which focuses on the anticipated recovery amount and timing and cost of the resolution of the loans. The amount offered by the Company generally is at a discount from both the stated value of the loan and the value of the underlying collateral which the Company estimates is sufficient to generate an acceptable return on its investment.

RESOLUTION OF DISCOUNTED LOANS. After a discounted loan is acquired, the Company utilizes its computer software system to resolve the loan as expeditiously as possible in accordance with specified procedures. The various resolution alternatives generally include the following: (i) the borrower brings the loan current in accordance with original or modified terms, (ii) the borrower repays the loan or a negotiated amount of the loan, (iii) the borrower agrees to deed the property to the Company in lieu of foreclosure, in which case it is classified as real estate owned and held for sale by the Company, or (iv) the Company forecloses on the loan and the property is acquired at the foreclosure sale either by a third party or by the Company, in which case it is classified as real estate owned and held for sale by the Company. In addition, in the case of single-family residential loans, assistance is provided to borrowers in the form of forbearance agreements under which the borrower either makes a monthly payment less than or equal to the original monthly payment or makes a monthly payment more than the contractual monthly payment to make up for arrearages.

The Company recently has shifted its strategy to emphasize working with borrowers to resolve the loan in advance of foreclosure through forbearance agreements, which generally allow the borrower to pay the contractual monthly payment plus a portion of the arrearage each month, and other means. Although this strategy may result in an initial reduction in the yield on a discounted loan, the Company believes that it is advantageous because it (i) generally results in a higher resolution value than foreclosure; (ii) reduces the amount of real estate owned acquired by foreclosure or by deed-in-lieu thereof and related costs and expenses; (iii) enhances the ability of the Company to sell the loan in the secondary market, either on a whole loan basis or through securitizations (in which case the Company may continue to earn fee income from servicing such loans); and (iv) permits the borrower to retain ownership of the home and, thus, enhances relations between the Company and the borrower. As a result of the Company's current loan resolution strategy of emphasizing forbearance agreements and other resolutions in advance of foreclosure, the Company resolved prior to foreclosure 77% and 71% of the discounted loans which were resolved or transferred to real estate owned during the three months ended March 31, 1997 and the year ended December 31, 1996, respectively.

The general goal of the Company's asset resolution process is to maximize, in a timely manner, cash recovery on each loan in the discounted loan portfolio. The Company generally anticipates a longer period (approximately 12 to 30 months) to resolve discounted commercial real estate loans than discounted single-family residential loans, because of their complexity and the wide variety of issues that may occur in connection with the resolution of such loans.

The Credit Committee of the Board of Directors of the Bank actively monitors the asset resolution process to identify discounted loans which have exceeded their expected foreclosure period and real estate owned which has been held longer than anticipated. Plans of action are developed for each of these assets to remedy the cause for delay and are reviewed by the Credit Committee.

SALE OF DISCOUNTED LOANS. From time to time the Company sells performing discounted loans either on a whole loan basis or indirectly through the securitization of such loans and sale of the mortgage-related securities backed by them. During the three months ended March 31, 1997 and the years ended December 31, 1996, 1995 and 1994, respectively, the Company sold \$79.8 million, \$230.2 million, \$51.6 million and \$37.9 million of discounted loans, respectively, which resulted in gains of \$13.0 million, \$15.3

million, \$6.0 million and \$890,000, respectively, including securitization gains of \$9.5 million, \$7.9 million, \$0 and \$0, respectively. Also during the three months ended March 31, 1997, LLC, as part of a larger transaction involving the Company and an affiliate of BlackRock, completed the securitization of 1,196 discounted single-family residential loans acquired from HUD in 1996 and 1995 with an unpaid principal balance of \$51.7 million and past due interest of \$14.2 million, which resulted in the Company recognizing an indirect gain of \$9.2 million as a result of the Company's pro rata interest in LLC. The Company continues to service the loans for a fee and has retained an interest in the related subordinate class of securities. For information concerning the foregoing subordinate securities, see "Business--Investment Activities."

ACTIVITY IN THE DISCOUNTED LOAN PORTFOLIO. The following table sets forth the activity in the Company's gross discounted loan portfolio during the periods indicated.

	THREE MONTHS ENDED		YEAR ENDED DECEMBER, 31					
	MARCH 31, 1997		1996		1995		1994	
	BALANCE	NO. OF LOANS	BALANCE	NO. OF LOANS	BALANCE	NO. OF LOANS	BALANCE	NO. OF LOANS
(DOLLARS IN THOUSANDS)								
Balance at beginning of period.....	\$1,314,399	5,460	\$ 943,529	4,543	\$ 785,434	3,894	\$ 433,516	5,160
Acquisitions(1).....	442,878	8,211	1,110,887	4,812	791,195	2,972	826,391	2,781
Resolutions and repayments(2).....	(63,553)	(194)	(371,228)	(2,355)	(300,161)	(960)	(265,292)	(2,153)
Loans transferred to real estate owned.....	(51,586)	(392)	(138,543)	(860)	(281,344)	(984)	(171,300)	(1,477)
Sales.....	(79,753)	(883)	(230,246)	(680)	(51,595)	(379)	(37,881)	(417)
Balance at end of period.....	\$1,562,385	12,202	\$1,314,399	5,460	\$ 943,529	4,543	\$ 785,434	3,894

	1993		1992	
	BALANCE	NO. OF LOANS	BALANCE	NO. OF LOANS
Balance at beginning of period.....	\$ 310,464	5,358	\$ 47,619	590
Acquisitions(1).....	294,359	2,412	297,169	5,380
Resolutions and repayments(2).....	(116,890)	(1,430)	(28,194)	(473)
Loans transferred to real estate owned.....	(26,887)	(602)	(6,130)	(139)
Sales.....	(27,530)	(578)	--	--
Balance at end of period.....	\$ 433,516	5,160	\$ 310,464	5,358

(1) In the three months ended March 31, 1997, acquisitions consisted of \$436.8 million of single-family residential loans (inclusive of the Company's approximate 50% interest in \$855.7 million principal amount of loans acquired from HUD, as discussed above), \$5.2 million of multi-family residential loans and \$900,000 of commercial real estate loans. In 1996, acquisitions consisted of \$365.4 million of single-family residential loans, \$310.4 million of multi-family residential loans, \$433.5 million of commercial real estate loans and \$1.5 million of other loans. The 1996 data does not include the Company's pro rata share of the \$741.2 million of discounted loans acquired by the LLC (see "Business-- Investment in Joint Venture"). In 1995, acquisitions consisted of \$272.8 million of single-family residential loans, \$141.2 million of multi-family residential loans, \$374.9 million of commercial real estate loans and \$2.3 million of other loans. In 1994, acquisitions consisted of \$395.8 million of single-family residential loans, \$315.5 million of multi-family residential loans and \$115.1 million of commercial real estate loans. In 1993 and 1992, substantially all of the acquisitions were of single-family residential loans.

(2) Resolutions and repayments consists of loans which were resolved in a manner which resulted in partial or full repayment of the loan to the Company, as well as principal payments on loans which have been brought current in accordance with their original or modified terms (whether pursuant to forbearance agreements or otherwise) or on other loans which have not been resolved.

For information relating to the activity in the Company's real estate owned which is attributable to the Company's discounted loan acquisitions, see "Business--Asset Quality--Real Estate Owned."

PAYMENT STATUS OF DISCOUNTED LOANS. The following table sets forth certain information relating to the payment status of loans in the Company's discounted loan portfolio at the dates indicated.

	DECEMBER 31,					

	MARCH 31,					
	1997	1996	1995	1994	1993	1992
	-----	-----	-----	-----	-----	-----
(DOLLARS IN THOUSANDS)						
Loan status:						
Current.....	\$ 535,999	\$ 579,597	\$ 351,630	\$ 113,794	\$ 23,629	\$ 25,463
Past due 31 days to 89 days.....	40,365	22,161	86,838	57,023	15,175	4,063
Past due 90 days or more.....	975,517(1)	563,077	385,112	413,506	254,413	31,808
Acquired and servicing not yet transferred...	10,504	149,564	119,949	201,111	140,299	249,130
	-----	-----	-----	-----	-----	-----
	\$ 1,562,385	\$ 1,314,399	\$ 943,529	\$ 785,434	\$ 433,516	\$ 310,464
	-----	-----	-----	-----	-----	-----
	-----	-----	-----	-----	-----	-----

(1) Includes \$234.1 million of loans which are less than 90 days past due under forbearance agreements.

The following table sets forth the payment status at March 31, 1997 of the loans in the Company's discounted loan portfolio which were subject to forbearance agreements.

	AMOUNT	% OF DISCOUNTED LOANS
	-----	-----
(DOLLARS IN THOUSANDS)		
Loans with Forbearance Agreements:		
Current (past due less than 31 days).....	\$ 9,002	0.6%
Past due 31 days to 89 days.....	8,844	0.6
Past due 90 days or more.....	378,922(1)	24.2
	-----	---
Total.....	\$ 396,768	25.4%
	-----	---
	-----	---

(1) Includes \$234.1 million of loans which are less than 90 days past due.

ACCOUNTING FOR DISCOUNTED LOANS. The acquisition cost for a pool of discounted loans is allocated to each individual loan within the pool based upon the Company's pricing methodology. Prior to January 1, 1997, the discount associated with all single-family residential loans was recognized as a yield adjustment and was accreted into interest income using the interest method applied on a loan-by-loan basis once foreclosure proceedings are initiated, to the extent the timing and amount of cash flows could be reasonably determined. Effective January 1, 1997, the Company ceased accretion of discount on its nonperforming discounted single-family residential loans. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Net Interest Income" and "-- Recent Regulatory Developments." The discount which is associated with a single-family residential loan and certain multi-family residential and commercial real estate loans which are current or subsequently brought current by the borrower in accordance with the loan terms is accreted into the Company's interest income as a yield adjustment using the interest method over the contractual maturity of the loan. For all other loans interest is earned as cash is received. For additional information, see Note 10 to the Consolidated Financial Statements.

Gains on the repayment and discharge of loans are recorded in interest income on discounted loans. Upon receipt of title to property securing a discounted loan, the loans are transferred to real estate owned.

Beginning in 1996, adjustments to reduce the carrying value of discounted loans to the fair value of the property securing the loan are charged against the allowance for loan losses on the discounted loan portfolio. Prior to 1996, such adjustments were charged against interest income on discounted loans.

OTHER DISCOUNTED LOAN ACTIVITIES. The Company believes that the procedures, facilities and systems which it has developed in connection with the acquisition and resolution of discounted loans may be applied in other businesses. The Company commenced a program in 1995 to utilize this experience by financing the acquisition of discounted loans by other institutions. During the three months ended March 31, 1997 and the years ended December 31, 1996 and 1995, the Company originated \$0, \$25.8 million and \$41.7 million, respectively, of portfolio finance loans, which had an aggregate balance of \$39.5 million at March 31, 1997. Portfolio finance loans generally have two-year terms, floating interest rates which adjust in accordance with a designated reference rate and a loan-to-value ratio which does not exceed the lesser of 90% of the purchase price or the estimated value of the collateral as determined by the Company, and may include terms which provide the Company with a participation interest in the profits from the resolution of the discounted loan collateral. Portfolio finance loans are included in the Company's non-discounted loan portfolio under the category of loan which is represented by the properties which secure the discounted loans that collateralize the Company's portfolio finance loans. See "Business--Lending Activities."

The Company's discounted loan acquisition and resolution activities and related securitization activities also have contributed significantly to increases in the Company's loan servicing activities. See "Business--Loan Servicing Activities."

INVESTMENT IN JOINT VENTURES

As of March 31, 1997, the Company's investment in joint ventures consisted of investments in LLC and BCFL, the latter of which had not engaged in substantial activities as of such date.

ACQUISITION OF HUD LOANS BY LLC. In April 1996, LLC purchased 16,196 single-family residential loans offered by HUD at an auction. Many of the loans, which had an aggregate unpaid principal balance of \$741.2 million at the date of acquisition, were not performing in accordance with their original terms or an applicable forbearance agreement. The aggregate purchase price paid to HUD amounted to \$626.4 million.

In connection with this acquisition the Company entered into an agreement with LLC to service the HUD loans in accordance with its loan servicing and loan default resolution procedures. In return for such servicing, the Company receives specific fees which are payable on a monthly basis. The Company did not pay any additional amount to acquire these servicing rights and, as a result, the acquisition of the right to service the HUD loans held by LLC did not result in the Company's recording capitalized mortgage servicing rights for financial reporting purposes.

All of the HUD loans acquired by LLC are secured by first mortgage liens on single-family residences. The properties which secure the HUD loans held by LLC remaining at March 31, 1997 are located throughout 31 states in the U.S., the District of Columbia and Puerto Rico.

At March 31, 1997, LLC held discounted loans with an unpaid principal balance of \$73.7 million, of which \$24.7 million were subject to forbearance agreements and \$66.7 million were past due 90 days or more.

SECURITIZATION OF HUD LOANS BY LLC. At the time of LLC's acquisition of HUD loans the Company and its co-investor intended to have LLC securitize such loans after an approximately six to nine month period during which the Company, as loan servicer, sought to enhance the performance of the HUD loans held by LLC by, among other things, resolving existing delinquencies, documenting verbal forbearance agreements and bringing loans which are subject to forbearance agreements into compliance with such

agreements. Securitization generally involves the creation of a REMIC to acquire loans and issuance by the REMIC of securities backed by such loans, which in the case of the senior classes generally are sold to third party investors at the time of securitization and in the case of the subordinate class generally are retained by LLC and other participants, if applicable.

During the three months ended March 31, 1997, LLC, as part of a larger transaction involving the Company and an affiliate of BlackRock, completed a securitization of 1,196 HUD loans held by it with an unpaid principal balance of \$51.7 million, past due interest of \$14.2 million and a net book value of \$40.5 million; and during 1996, LLC completed a securitization of 9,825 HUD loans with an aggregate unpaid principal balance of \$419.4 million, past due interest of \$86.1 million and a net book value of \$394.2 million. LLC recognized gains of \$18.4 million and \$69.8 million (including a gain of \$12.9 million on the sale in 1996 of \$79.4 million of securities to the Company) from the sale of the senior classes in the REMICs formed for purposes of these transactions in the three months ended March 31, 1997 and the year ended December 31, 1996, respectively, of which \$9.2 million and \$34.9 million, respectively, were allocable to the Company as a result of its pro rata interest in LLC and included in equity in earnings of joint venture.

ACCOUNTING FOR INVESTMENT IN JOINT VENTURES. The Company's 50% investment in LLC is accounted for under the equity method of accounting. Under the equity method of accounting, an investment in the shares or other interests of an investee is initially recorded at the cost of the shares or interests acquired and thereafter is periodically increased (decreased) by the investor's proportionate share of the earnings (losses) of the investee and decreased by all dividends received by the investor from the investee. At March 31, 1997, the Company's investment in the LLC amounted to \$32.3 million. Because the LLC is a pass-through entity for federal income tax purposes, provisions for income taxes are established by each of the Company and its co-investor and not the LLC. The Company recognized \$14.4 million and \$38.3 million of pre-tax income from its investment in the LLC during the three months ended March 31, 1997 and the year ended December 31, 1996, respectively. For additional information, see Note 3 to the Interim Consolidated Financial Statements and Note 2 to the Consolidated Financial Statements.

The Company's 10% investment in BCFL is accounted for under the cost method. Such investment amounted to \$1.1 million at March 31, 1997.

LENDING ACTIVITIES

COMPOSITION OF LOAN PORTFOLIO. At March 31, 1997, the Company's net loan portfolio amounted to \$422.2 million or 15.9% of the Company's total assets. Loans held for investment in the Company's loan portfolio are carried at amortized cost, less an allowance for loan losses, because the Company has the ability and presently intends to hold them to maturity.

The following table sets forth the composition of the Company's loan portfolio by type of loan at the dates indicated.

	DECEMBER 31,					
	MARCH 31, 1997	1996	1995	1994	1993	1992
(DOLLARS IN THOUSANDS)						
Single-family residential loans.....	\$ 73,118	\$ 73,186	\$ 75,928	\$31,926	\$30,385	\$33,799
Multi-family residential loans.....	90,776(1)	67,842(1)	49,047(1)	1,800	39,352	5,563
Commercial real estate and land loans:						
Hotels.....	196,523(2)	200,311(2)	125,791	19,659	14,237	--
Office buildings.....	119,944	128,782	61,262	--	--	--
Land.....	4,566	2,332	24,904	1,315	4,448	--
Other.....	23,415	25,623	2,494	4,936	4,059	1,908
Total.....	344,448	357,048	214,451	25,910	22,744	1,908
Commercial non-mortgage.....	3,750	2,614	--	--	--	--
Consumer.....	402	424	3,223	1,558	3,639	2,395
Total loans.....	512,494	501,114	342,649	61,194	96,120	43,665
Undisbursed loan proceeds.....	(80,487)	(89,840)	(39,721)	--	--	--
Unaccrued discount.....	(4,941)	(5,169)	(5,376)	(3,078)	(6,948)	(1,898)
Allowance for loan losses.....	(4,834)	(3,523)	(1,947)	(1,071)	(884)	(752)
Loans, net.....	\$ 422,232	\$402,582	\$295,605	\$57,045	\$88,288	\$41,015

(1) At March 31, 1997 and December 31, 1996 and 1995, multi-family residential loans included \$44.0 million, \$36.6 million and \$7.7 million of construction loans, respectively.

(2) At March 31, 1997 and December 31, 1996, hotel loans included \$24.1 million and \$26.4 million of construction loans, respectively.

The Company's lending activities are conducted on a nationwide basis and, as a result, the properties which secure its loan portfolio are geographically located throughout the United States. At March 31, 1997, the five states in which the largest amount of properties securing the loans in the Company's loan portfolio were located were New York, Illinois, California, New Jersey and Georgia, which had \$124.2 million, \$81.3 million, \$74.3 million, \$51.4 million and \$28.9 million of principal amount of loans, respectively. As noted above, the Company believes that the broad geographic distribution of its loan portfolio reduces the risks associated with concentrating such loans in limited geographic areas.

CONTRACTUAL PRINCIPAL REPAYMENTS. The following table sets forth certain information at December 31, 1996 regarding the dollar amount of loans maturing in the Company's loan portfolio based on scheduled contractual amortization, as well as the dollar amount of loans which have fixed or adjustable interest rates. Demand loans, loans having no stated schedule of repayments and no stated maturity and overdrafts are reported as due in one year or less. Loan balances have not been reduced for

(i) undisbursed loan proceeds, unearned discounts and the allowance for loan losses and (ii) non-performing loans.

	MATURING IN			
	ONE YEAR OR LESS	AFTER ONE YEAR THROUGH FIVE YEARS	AFTER FIVE YEARS THROUGH TEN YEARS	AFTER TEN YEARS
(DOLLARS IN THOUSANDS)				
Single-family residential loans.....	\$ 15,314	\$ 6,429	\$ 4,446	\$ 46,997
Multi-family residential loans.....	37,341	26,921	3,513	67
Commercial real estate and land loans.....	14,484	297,698	40,850	4,016
Consumer and other loans.....	2,647	323	68	--
Total.....	\$ 69,786	\$ 331,371	\$ 48,877	\$ 51,080
Interest rate terms on amounts due:				
Fixed.....	\$ 44,744	\$ 274,078	\$ 47,777	\$ 38,208
Adjustable.....	25,042	57,293	1,100	12,872
	\$ 69,786	\$ 331,371	\$ 48,877	\$ 51,080

Scheduled contractual principal repayments do not reflect the actual maturities of loans because of prepayments and, in the case of conventional mortgage loans, due-on-sale clauses. The average life of mortgage loans, particularly fixed-rate loans, tends to increase when current mortgage loan rates are substantially higher than rates on existing mortgage loans and, conversely, decrease when rates on existing mortgages are substantially higher than current mortgage loan rates.

ACTIVITY IN THE LOAN PORTFOLIO. The following table sets forth the activity in the Company's gross loan portfolio during the periods indicated.

	THREE MONTHS ENDED MARCH 31, 1997	YEAR ENDED DECEMBER 31,		
		1996	1995	1994
		(DOLLARS IN THOUSANDS)		
Balance at beginning of period.....	\$ 501,114	\$ 342,649	\$ 61,194	\$ 96,120
Originations:				
Single-family residential loans.....	1,769	10,681	14,776	7,119
Multi-family residential loans.....	12,680	68,076	48,664	--
Commercial real estate loans.....	--	199,017	212,630	22,486
Commercial non-mortgage and consumer loans.....	1,134	3,366	207	--
Total loans originated.....	15,583	281,140	276,277	29,605
Purchases:				
Single-family residential loans.....	--	305	29,833	--
Commercial real estate loans.....	--	--	2,245	--
Consumer loans.....	--	--	1,966	--
Total loans purchased.....	--	305	34,044	--
Sales.....	--	--	--	(1,078)
Loans transferred from (to) available for sale.....	13,802	45	4,353	(24,380)
Principal repayments, net of capitalized interest.....	(17,652)	(121,818)	(33,168)	(39,073)
Transfer to real estate owned.....	(353)	(1,207)	(51)	--
Net increase (decrease) in net loans.....	11,380	158,465	281,455	(34,926)
Balance at end of period.....	\$ 512,494	\$ 501,114	\$ 342,649	\$ 61,194

LOANS AVAILABLE FOR SALE. In addition to loans acquired for investment, the Company also originates and purchases loans which it presently does not intend to hold to maturity. Such loans are designated as loans available for sale upon origination or purchase and generally are carried at the lower of cost or aggregate market value. At March 31, 1997, loans available for sale amounted to \$88.5 million or 3.3% of the Company's total assets.

The following table sets forth the composition of the Company's loans available for sale by type of loan at the dates indicated.

[illegible]

Although the Company's loans available for sale are secured by properties located nationwide, currently a substantial majority of such loans are sub-prime single-family residential loans originated primarily in the western states, particularly California. As a result, \$25.3 million or 28.6% of the Company's loans available for sale at March 31, 1997 were secured by properties located in California.

SINGLE-FAMILY RESIDENTIAL LOANS. Since late 1994, the Company's lending activities have included the origination and purchase of single-family residential loans to borrowers who because of prior credit problems, the absence of a credit history or other factors are unable or unwilling to qualify as borrowers for a single-family residential loan under guidelines of the FNMA and FHLMC ("conforming loans") and who have substantial equity in the properties which secure the loans. Loans to non-conforming borrowers are perceived by the Company as being advantageous because they generally have higher interest rates and origination and servicing fees and generally lower loan-to-value ratios than conforming loans and because the Company's expertise in the servicing and resolution of non-performing loans can be utilized in underwriting such loans, as well as to address loans acquired pursuant to this program which become non-performing after acquisition.

Through 1996, the Company acquired sub-prime single-family residential loans primarily through a correspondent relationship with Admiral and, to a lesser extent, correspondent relationships with three other financial services companies. Correspondent institutions originate loans based on guidelines provided by the Company and promptly sell the loans to the Company on a servicing-released basis.

In order to solidify and expand its sources of sub-prime single-family residential loans, the Company, through OFS, acquired substantially all of the assets of Admiral in a transaction which closed on May 1, 1997. See "Business--Subsidiaries." At the time of acquisition, Admiral engaged in sub-prime lending on a retail and wholesale basis through 11 loan production offices located in California and independent mortgage brokers and correspondent lending institutions located in California and eleven other states. In connection with the Company's acquisition of assets from Admiral, the Bank transferred its retail and wholesale sub-prime single-family residential lending operations to OFS, which included, among other things, transferring its rights under contracts with brokers and correspondent lending institutions and its rights and obligations under leases to six loan production offices recently opened by it, which are located in California, Illinois, Massachusetts, Oregon, Utah and Wisconsin. OFS currently conducts its business on a retail and wholesale basis through 17 loan production offices located in six states and plans on opening an additional 10 such offices in 1997. OFS' principal sources of funds consist of (i) two lines of credit with unaffiliated parties which aggregate \$250 million and are secured by the mortgage loans acquired with such lines and (ii) a \$30 million unsecured, subordinated credit facility provided by the Company to OFS at the time of the acquisition of substantially all of the assets of Admiral. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity, Commitments and Off-Balance Sheet Risks."

The Company has adopted policies that set forth the specific lending requirements of the Company as they relate to the processing, underwriting, property appraisal, closing, funding and delivery of sub-prime loans. These policies include program descriptions which set forth four classes of loans, designated A, B, C and D. Class A loans generally relate to borrowers who have no or limited adverse incidents in their credit histories, whereas Class B, C and D loans relate to increasing degrees of adverse incidents in the borrower's credit histories. Factors which are considered in evaluating a borrower in this regard are the presence or absence of a credit history, prior delinquencies in the payment of mortgage and consumer credit and personal bankruptcies.

The terms of the loan products offered by the Company directly or through its correspondents emphasize real estate loans which generally are underwritten with significant reliance on a borrower's level of equity in the property securing the loan, which may be an owner-occupied or, depending on the class of loan and its terms, a non-owner occupied property. Although the Company's guidelines require information in order to enable the Company to evaluate a borrower's ability to repay a loan by relating the borrower's income, assets and liabilities to the proposed indebtedness, because of the significant reliance on the ratio of the principal amount of the loan to the appraised value of the security property, each of the four principal classes of loans identified by the Company include products which permit reduced documentation for verifying a borrower's income and employment. Loans which permit reduced documentation generally require documentation of employment and income for the most recent six-month period, as

opposed to the two-year period required in the case of full documentation loans. Although the Company reserves the right to verify a borrower's income, assets and liabilities and employment history, other than as set forth above, it generally does not verify such information through other sources.

The Company's strategy is to offer a broad range of products to its borrowers and its origination sources. Loans may have principal amounts which conform to the guidelines set by FHLMC or FNMA for conforming loans, or principal amounts which significantly exceed these amounts (so called "jumbo loans"). Loans may have fixed or adjustable interest rates and terms ranging up to 30 years.

The Company purchased and originated a total of \$64.5 million, \$294.0 million and \$240.3 million of sub-prime single-family residential loans during the three months ended March 31, 1997 and the years ended December 31, 1996 and 1995, respectively. At March 31, 1997, the Company had \$76.1 million of sub-prime single-family residential loans, which had a weighted average yield of 10.4%.

The Company generally intends to sell or securitize its sub-prime single-family residential loans and, as a result, all of such loans were classified as available for sale at March 31, 1997. During the three months ended March 31, 1997, the Company sold \$82.1 million of sub-prime single-family residential loans for gains of \$2.7 million; during 1996, the Company sold \$161.5 million of sub-prime single-family residential loans for gains of \$571,000; and during 1995 the Company sold \$25.3 million of sub-prime single-family residential loans for gains of \$188,000. During 1996, an additional \$219.6 million of loans were securitized and sold in two underwritten public offerings managed by unaffiliated investment banking firms, which resulted in gains of \$7.2 million upon the Company's sale of the securities. The Company received residual securities in the REMICs which were formed in connection with these two transactions as partial payment for the loans sold by it. See "Business--Investment Activities."

Although sub-prime loans generally have higher levels of default than conforming loans, the Company believes that the borrower's equity in the security property and its expertise in the area of resolution of non-performing loans will continue to make its sub-prime borrower loan program a profitable one notwithstanding such defaults and any resulting losses. There can be no assurance that this will be the case, however.

In addition to the Company's sub-prime single-family residential loan programs, from time to time the Company purchases pools of single-family residential loans for investment purposes. During 1995, the Company purchased \$29.8 million of loans which were primarily secured by properties located in the Company's market area in northern New Jersey.

MULTI-FAMILY RESIDENTIAL AND COMMERCIAL REAL ESTATE LOANS. The Company's lending activities include the acquisition of loans secured by commercial real estate, particularly loans secured by hotels and office buildings, which the Company began originating in late 1994 and late 1995, respectively. Commercial real estate loans currently are made to finance the purchase and refinance of commercial properties, the refurbishment of distressed properties and, recently, the construction of hotels. At March 31, 1997, the Company's loans secured by commercial real estate (and land) amounted to \$344.4 million and consisted primarily of \$196.5 million and \$119.9 million of loans secured by hotels and office buildings, respectively.

From time to time, the Company originates loans for the construction of multi-family residences, as well as bridge loans to finance the acquisition and rehabilitation of distressed multi-family residential properties. At March 31, 1997, the Company's multi-family residential loan portfolio included \$44.0 million of multi-family residential construction loans, of which \$29.9 million had been funded at such date, and \$46.8 million of acquisition and rehabilitation loans, of which \$40.7 million had been funded.

From time to time the Company also originates loans secured by existing multi-family residences. Although the Company has deemphasized this type of lending in recent periods, it previously was active in the origination and securitization of such loans. During 1995, 1994 and 1993, the Company securitized multi-family residential loans acquired by it with an aggregate principal amount of \$83.9 million, \$346.6

million and \$67.1 million, respectively. The Company subsequently sold substantially all of the securities backed by these loans.

The multi-family residential and commercial real estate loans acquired by the Company in recent periods generally have principal amounts between \$3.0 million and the Bank's loan-to-one-borrower limitation (see "Regulation--The Bank--Loans-to-One-Borrower") and are secured by properties which in management's view have good prospects for appreciation in value during the loan term. In addition, the Company currently is implementing a program to originate multi-family residential and commercial real estate loans with smaller principal amounts (generally up to \$3.0 million) and which may be secured by a wide variety of such properties.

The Company's large multi-family residential and commercial real estate loans generally have fixed interest rates, terms of two to five years and payment schedules which are based on amortization over 15 to 25 year periods. The maximum loan-to-value ratio generally does not exceed 80% of the stabilized value of the property and 88% of the total costs of the property in the case of construction, refurbishment or rehabilitation loans.

Multi-family residential and commercial real estate loans are secured by a first priority lien on the real property, all improvements thereon and, in the case of hotel loans, all fixtures and equipment used in connection therewith, as well as a first priority assignment of all revenues and gross receipts generated in connection with the property. The liability of a borrower on a multi-family residential and commercial real estate loan generally is limited to the borrower's interest in the property, except with respect to certain specified circumstances.

In addition to stated interest, the large multi-family residential and commercial real estate loans originated by the Company commonly include provisions pursuant to which the borrower agrees to pay the Company as additional interest on the loan an amount based on specified percentages (generally between 10-37.5%) of the net cash flow from the property during the term of the loan and/or the net proceeds from the sale or refinancing of the property upon maturity of the loan. Participating interests also may be obtained in the form of additional fees which must be paid by the borrower in connection with a prepayment of the loan, generally after an initial lock-out period during which prepayments are prohibited. The fees which could be payable by a borrower during specified periods of the loan consist either of fixed exit fees or yield maintenance payments, which are required to be paid over a specified number of years after the prepayment and are intended to increase the yield of the Company on the proceeds from the loan payoff to a level which is comparable to the yield on the prepaid loan. At March 31, 1997, the Company's loan portfolio included \$320.8 million of funded and unfunded loans in which the Company participates in the residual profits of the underlying real estate, of which \$243.7 million had been funded. See Notes 1 and 9 to the Consolidated Financial Statements. The Company generally accounts for loans in which it participates in residual profits as loans and not as investments in real estate; however, because of concerns raised by the staff of the OTS in this regard, in December 1996 and the three months ended March 31, 1997 the Bank sold to the Company subordinated, participating interests in a total of 11 acquisition, development and construction loans, which interests had an aggregate principal balance of \$16.9 million. On a consolidated basis, eight of these loans, which amounted to \$30.3 million at March 31, 1997, were carried by the Company as investments in real estate. The Bank (but not the Company) has agreed with the OTS to cease origination of mortgage loans with profit participation features in the underlying real estate, with the exception of existing commitments. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments."

Construction loans generally have terms of three to four years and interest rates which float on a monthly basis in accordance with a designated reference rate. Payments during the term of the loan may be made to the Company monthly on an interest-only basis. The loan amount may include an interest reserve which is maintained by the Company and utilized to pay interest on the loan during a portion of its term.

Construction loans are secured by a first priority lien on the real property, all improvements thereon and all fixtures and equipment used in connection therewith, as well as a first priority assignment of all revenues and gross receipts generated in connection with the property. Construction loans are made without pre-leasing requirements or any requirement of a commitment by another lender to "take-out" the construction loan by making a permanent loan secured by the property upon completion of construction. Disbursements on a construction loan are subject to a retainage percentage of 10% and are made only after evidence that available funds have been utilized by the borrower and are sufficient to pay for all construction costs through the date of the construction advance and funds remain in the construction budget and from sources other than the loan to complete construction of the project.

The Company generally requires the general contractor selected by the borrower, which along with the general construction contract is subject to the Company's review and approval, to provide payment and performance bonds issued by a surety approved by the Company in an amount at least equal to the costs which are estimated to be necessary to complete construction of the project in accordance with the construction contract. Moreover, the Company generally conducts site inspections of projects under construction at least bi-monthly and of completed projects at least semi-annually.

Multi-family residential, commercial real estate and construction lending generally are considered to involve a higher degree of risk than single-family residential lending because such loans involve larger loan balances to a single borrower or group of related borrowers. In addition, the payment experience on multi-family residential and commercial real estate loans typically is dependent on the successful operation of the project, and thus such loans may be adversely affected to a greater extent by adverse conditions in the real estate markets or in the economy generally. Risk of loss on a construction loan is dependent largely upon the accuracy of the initial estimate of the property's value at completion of construction or development and the estimated cost (including interest) of construction, as well as the availability of permanent take-out financing. During the construction phase, a number of factors could result in delays and cost overruns. If the estimate of value proves to be inaccurate, the Company may be confronted, at or prior to the maturity of the loan, with a project which, when completed, has a value which is insufficient to ensure full repayment. In addition to the foregoing, multi-family residential and commercial real estate loans which are not fully amortizing over their maturity and which have a balloon payment due at their stated maturity, as is generally the case with the Company's multi-family residential and commercial real estate loans, involve a greater degree of risk than fully amortizing loans because the ability of a borrower to make a balloon payment typically will depend on its ability either to timely refinance the loan or to timely sell the security property. The ability of a borrower to accomplish these results will be affected by a number of factors, including the level of available mortgage rates at the time of sale or refinancing, the financial condition and operating history of the borrower and the property which secures the loan, tax laws, prevailing economic conditions and the availability of financing for multi-family residential and commercial real estate generally.

LOAN SERVICING ACTIVITIES

During 1996, the Company developed a program to provide loan servicing and various other asset management and resolution services to third party owners of non-performing assets, underperforming assets and subprime assets such as Class B, C and D single-family residential loans. Servicing contracts entered into by the Company provide for the payment to the Company of specified fees and in some cases may include terms which allow the Company to participate in the profits resulting from the successful resolution of the assets being serviced.

The Bank has been approved as a loan servicer by HUD, FHLMC and FNMA. The Bank is rated a Tier 1 servicer and as a preferred servicer for high-risk mortgages by FHLMC, the highest rating categories, and also is rated as a "strong" special servicer for commercial mortgage loans by Standard & Poor's, which also is the highest rating category. In addition, the Bank is a rated servicer for residential

mortgage loans by Standard & Poor's and Fitch Investors Service has rated the Bank as an above-average special servicer for commercial loans.

The following table sets forth the number and amount of loans serviced by the Company for others at the dates indicated.

	MARCH 31, 1997	DECEMBER 31, ----- 1996 1995 -----	
Loans serviced for others(1):			
Number.....	38,670	30,163	1,366
Amount.....	\$ 2,592,000	\$ 1,918,100	\$ 361,600

(1) Includes loans serviced for LLC.

The increases in the number and amount of loans serviced by the Company for others in recent periods were primarily attributable to the Company's acquisition of rights to service discounted loans acquired from HUD by BlackRock, directly and indirectly through LLC, and servicing rights resulting from the securitization of both loans acquired from HUD by the Company and BlackRock, directly and indirectly through LLC, and single-family residential loans to non-conforming borrowers held by the Company, and the sale of the senior classes in the resulting mortgage-related securities backed by such loans.

The Company generally does not purchase rights to service loans for others and, as a result, capitalized mortgage servicing rights amounted to only \$2.2 million at March 31, 1997. In accordance with Statement of Financial Accounting Standards ("SFAS") No. 122, "Accounting for Mortgage Servicing Rights," the Company amortizes mortgage servicing rights over the estimated weighted average life of the loans and periodically evaluates its mortgage servicing rights for impairment based on the fair value of those rights, which is recognizable through a valuation allowance.

ASSET QUALITY

The Company, like all financial institutions, is exposed to certain credit risks related to the value of the collateral that secures its loans and the ability of borrowers to repay their loans. Management of the Company closely monitors the Company's loan and investment portfolios and the Company's real estate owned for potential problems and reports to the Board of Directors at regularly scheduled meetings.

NON-PERFORMING LOANS. It is the Company's policy to establish an allowance for uncollectible interest on loans in its loan portfolio and loans available for sale which are past due 90 days or more and to place such loans on non-accrual status. As a result, the Company currently does not have any loans which are accruing interest but are past due 90 days or more. Loans also may be placed on non-accrual status when, in the judgment of management, the probability of collection of interest is deemed to be insufficient to warrant further accrual. When a loan is placed on non-accrual status, previously accrued but unpaid interest is reversed by a charge to interest income.

The following table sets forth certain information relating to the Company's non-performing loans in its loan portfolio at the dates indicated. For information relating to the payment status of loans in the Company's discounted loan portfolio, see "Business--Discounted Loan Acquisitions and Resolution Activities," and for information concerning non-performing loans available for sale, see "Management Discussion and Analysis of Financial Condition-Changes in Financial Condition-Loans Available for Sale."

	MARCH 31, 1997	DECEMBER 31,				
		1996	1995	1994	1993	1992
(DOLLARS IN THOUSANDS)						
Non-performing loans (1)						
Single-family residential loans.....	\$1,728	\$2,123	\$2,923	\$2,478	\$2,347	\$2,955
Multi-family residential loans.....	7,517(3)	106	731	152	664	269
Consumer and other loans.....	62	55	202	29	556	407
Total.....	\$9,307	\$2,284	3,856	\$2,659	\$3,567	\$3,631
Non-performing loans as a percentage of:						
Total loans (2).....	2.15%	0.56%	1.27%	4.35%	3.71%	8.32%
Total assets.....	0.35%	0.09%	0.20%	0.21%	0.27%	0.44%
Allowance for loan losses as a percentage of:						
Total loans(2).....	1.13%	0.87%	0.65%(4)	1.84%	0.99%	1.80%
Non-performing loans.....	51.94%	154.24%	50.49%	40.28%	24.78%	20.71%

- (1) The Company did not have any non-performing loans in its loan portfolio which were deemed troubled debt restructuring at the dates indicated.
- (2) Total loans is net of undisbursed loan proceeds.
- (3) The increase in non-performing multi-family residential loans during the first quarter of 1997 was primarily attributable to a \$7.4 million loan secured by a 127-unit condominium building located in New York, New York, which management believes is well collateralized.
- (4) The decrease in the allowance for loan losses as a percentage of total loans from 1994 was due to the significant increase in the loan portfolio in 1995 as a result of the purchase of single family residential loans and the origination of multi-family residential and commercial real estate loans.

The following table sets forth certain information relating to the Company's real estate owned at the dates indicated.

	DECEMBER 31,					
	MARCH 31, 1997	1996	1995	1994	1993	1992
(DOLLARS IN THOUSANDS)						
Discounted loan portfolio:						
Single-family residential.....	\$ 45,839	\$ 49,728	\$ 75,144	\$ 86,426	\$ 33,369	\$ 4,390
Multi-family residential.....	10,468	14,046	59,932	--	--	--
Commercial real estate.....	40,084	36,264	31,218	8,801	--	--
Total.....	96,391	100,038	166,294	95,227	33,369	4,390
Loan portfolio.....	581	592	262	1,440	128	320
Loans available for sale.....	1,494	3,074	--	--	--	--
Total.....	\$ 98,466	\$ 103,704	\$ 166,556	\$ 96,667	\$ 33,497	\$ 4,710

The following table sets forth certain geographical information at the date indicated related to the Company's real estate owned.

	MARCH 31, 1997					
	SINGLE-FAMILY RESIDENTIAL		MULTI-FAMILY RESIDENTIAL AND COMMERCIAL		TOTAL	
	AMOUNT	NO. OF PROPERTIES	AMOUNT	NO. OF PROPERTIES	AMOUNT	NO. OF PROPERTIES
(DOLLARS IN THOUSANDS)						
California.....	\$26,033	258	\$41,470	40	\$67,503	298
New York.....	10,266	166	2,117	13	12,383	179
New Jersey.....	3,175	38	3,014	14	6,189	52
Florida.....	949	18	2,134	3	3,083	21
Connecticut.....	1,704	30	577	8	2,281	38
Other.....	5,786(1)	105	1,241(2)	9	7,027	114
Total.....	\$47,913	615	\$50,553	87	\$98,466	702

(1) Consists of properties located in 24 other states, none of which aggregated over \$1.0 million in any one state.

(2) Consists of properties located in four other states, none of which aggregated over \$1.0 million in any one state.

The following table sets forth the activity in the real estate owned during the periods indicated.

	YEAR ENDED DECEMBER 31,							
	THREE MONTHS ENDED MARCH 31, 1997		1996		1995		1994	
	AMOUNT	NO. OF PROPERTIES	AMOUNT	NO. OF PROPERTIES	AMOUNT	NO. OF PROPERTIES	AMOUNT	NO. OF PROPERTIES
(DOLLARS IN THOUSANDS)								
Balance at beginning of period.....	\$ 103,704	825	\$ 166,556	1,070	\$ 96,667	1,018	\$ 33,497	541
Properties acquired through foreclosure or deed-in-lieu thereof.....	37,653	407	102,098	918	185,174	970	142,536	1,489
Acquired in connection with acquisitions of discounted loans.....	70	3	2,529	12	24,617	311	38,071	398
Sales.....	(46,863)	(533)	(160,592)	(1,175)	(139,233)	(1,229)	(115,955)	(1,410)
Change in allowance.....	3,902	--	(6,887)	--	(669)	--	(1,482)	--
Balance at end of period.....	\$ 98,466	702	\$ 103,704	825	\$ 166,556	1,070	\$ 96,667	1,018

The following table sets forth the amount of time that the Company had held its real estate owned at the dates indicated.

	DECEMBER 31,		
	MARCH 31,	1996	1995
	1997		
(DOLLARS IN THOUSANDS)			
One to two months.....	\$ 32,539	\$ 17,695	\$ 25,398
Three to four months.....	12,572	15,291	22,672
Five to six months.....	7,637	14,348	25,742
Seven to 12 months.....	12,855	13,004	76,782
Over 12 months.....	32,863	43,366	15,962
	\$ 98,466	\$ 103,704	\$ 166,556

The average period during which the Company held the \$46.9 million, \$160.6 million, \$139.2 million and \$116.0 million of real estate owned which was sold during the three months ended March 31, 1997 and the years ended December 31, 1996, 1995 and 1994, respectively, was 11 months, 11 months, eight months and seven months, respectively.

Although the Company evaluates the potential for significant environmental problems prior to acquiring a loan, there is a risk for any mortgage loan, particularly a multi-family residential and commercial real estate loan, that hazardous substances or other environmentally restricted substances could be discovered on the related real estate. In such event, the Company might be required to remove such substances from the affected properties or to engage in abatement procedures at its sole cost and expense. There can be no assurance that the cost of such removal or abatement will not substantially exceed the value of the affected properties or the loans secured by such properties, that the Company would have adequate remedies against the prior owners or other responsible parties or that the Company would be able to resell the affected properties either prior to or following completion of any such removal or abatement procedures. If such environmental problems are discovered prior to foreclosure, the Company generally will not foreclose on the related loan; however, the value of such property as collateral will generally be substantially reduced and the Company may suffer a loss upon collection of the loan as a result.

From time to time the Company makes loans to finance the sale of real estate owned. At March 31, 1997, such loans amounted to \$12.3 million and consisted of \$6.1 million of single-family residential loans, \$3.7 million of multi-family residential loans, \$2.1 million of land loans and \$403,000 of commercial loans. All of the Company's loans to finance the sale of real estate owned were performing in accordance with their terms at March 31, 1997.

CLASSIFIED ASSETS. OTS regulations require that each insured savings association classify its assets on a regular basis. In addition, in connection with examinations of insured associations, OTS examiners have authority to identify problem assets and, if appropriate, require them to be classified. There are three classifications for problem assets: "substandard," "doubtful" and "loss." Substandard assets have one or more defined weaknesses and are characterized by the distinct possibility that the insured institution will sustain some loss if the deficiencies are not corrected. Doubtful assets have the weaknesses of substandard assets with the additional characteristic that the weaknesses make collection or liquidation in full on the basis of currently existing facts, conditions and values questionable, and there is a high possibility of loss. An asset classified loss is considered uncollectible and of such little value that continuance as an asset of the institution is not warranted. Another category designated "special mention" also must be established and maintained for assets which do not currently expose an insured institution to a sufficient degree of risk to warrant classification as substandard, doubtful or loss but do possess credit deficiencies or potential weaknesses deserving management's close attention. Assets classified as substandard or doubtful require the institution to establish general allowances for loan losses. If an asset or portion thereof is classified loss, the insured institution must either establish specific allowances for loan losses in the amount of 100% of the portion of the asset classified loss or charge off such amount. In this regard, the Company establishes

required reserves and charges off loss assets as soon as administratively practicable. General loss allowances established to cover possible losses related to assets classified substandard or doubtful may be included in determining an institution's regulatory capital, while specific valuation allowances for loan losses do not qualify as regulatory capital.

In 1996, based upon discussions with the OTS and as a result of an OTS bulletin issued on December 13, 1996 entitled "Guidance on the Classification and Regulatory Reporting of Certain Delinquent Loans and Other Credit Impaired Assets," the Company has classified all discounted loans that are 90 or more days contractually past due, not otherwise classified, as special mention and all real state owned, not otherwise classified, as special mention. The Company also modified its policy for classifying non-performing discounted loans and real state owned related to its discounted loan portfolio ("non-performing discounted assets") to take into account both the holding period of such assets from the date of acquisition and the ratio of book value to market value of such assets. All non-performing discounted assets which are held 15 months or more after the date of acquisition are classified substandard; non-performing discounted assets held 12 months to less than 15 months from the date of acquisition are classified as substandard if a ratio of book value to market value is 80% or more; and non-performing discounted assets held less than 12 months from the date of acquisition are classified as substandard if they have a ratio of book value to market value of more than 85%. In addition, non-performing discounted assets which are performing for a period of time subsequent to acquisition by the Company are classified as substandard at the time such loans become non-performing. The Company also has modified its classified assets policy to classify all real state owned which is not cash flowing and which has been held for more than 15 months and three years as substandard and doubtful, respectively. The Company's past experience indicates that the resulting classified discounted assets do not necessarily correlate to probability or severity of loss.

Excluding assets which have been classified loss and fully reserved by the Company, the Company's classified assets at March 31, 1997 under the above policy consisted of \$298.0 million of assets classified as substandard and \$22,000 of assets classified as doubtful. In addition, at the same date \$687.3 million of assets were designated as special mention.

Substandard assets at March 31, 1997 under the above policy consisted primarily of \$104.2 million of loans and real estate owned related to the Company's discounted single-family residential loan program, \$170.2 million of loans and real estate owned related to the Company's discounted commercial real estate loan program and \$15.1 million of sub-prime single-family residential loans. Special mention assets at March 31, 1997 under the policy consisted primarily of \$601.6 million and \$79.0 million of loans and real estate owned related to the Company's discounted single-family residential and discounted commercial real estate loan programs, respectively.

ALLOWANCES FOR LOSSES. The Company maintains an allowance for loan losses for each of its loan portfolio and discounted loan portfolio at a level which management considers adequate to provide for potential losses in each portfolio based upon an evaluation of known and inherent risks in such portfolios.

The following table sets forth the breakdown of the allowance for loan losses on the Company's loan portfolio and discounted loan portfolio by loan category and the percentage of loans in each category to total loans in the respective portfolios at the dates indicated.

	DECEMBER 31,											
	MARCH 31,		1996		1995		1994		1993		1992	
	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%
(DOLLARS IN THOUSANDS)												
Loan Portfolio:												
Single-family residential loans.....	\$ 433	14.3%	\$ 520	14.6%	\$ 346	22.2%	\$ 615	52.2%	\$174	31.6%	\$ 20	77.3%
Multi-family residential loans.....	1,745	17.7	673	13.5	683	14.3	--	2.9	333	40.9	281	12.7
Commercial real estate loans.....	2,610	67.2	2,299	71.3	875	62.6	218	42.3	218	23.7	220	4.6
Commercial non-mortgage.....	28	0.7	11	0.5	--	--	--	--	--	--	--	--
Consumer loans.....	18	0.1	20	0.1	43	0.9	238	2.6	159	33.8	231	5.4
Total.....	\$ 4,834	100.0%	\$ 3,523	100.0%	\$1,947	100.0%	\$1,071	100.0%	884	100.0%	\$752	100.0%
Discounted loan portfolio(1):												
Single-family residential loans.....	\$ 8,522	53.5%	\$ 3,528	38.4%	\$ --	--%	\$ --%		\$ --	--%	\$ --	--%
Multi-family residential loans.....	3,464	20.7	3,124	26.0	--	--	--	--	--	--	--	--
Commercial real estate loans.....	4,822	25.7	4,886	35.4	--	--	--	--	--	--	--	--
Other.....	--	0.1	--	0.2	--	--	--	--	--	--	--	--
Total.....	\$16,808	100.0%	\$11,538	100.0%	\$ --	--%	\$ --%		\$ --	--%	\$ --	--%

(1) The Company did not maintain an allowance for loan losses on its discounted loan portfolio prior to 1996.

The allocation of the allowance to each category is not necessarily indicative of future losses and does not restrict the use of the allowance to absorb losses in any other category.

The following table sets forth an analysis of activity in the allowance for loan losses relating to the Company's loan portfolio during the periods indicated.

	THREE MONTHS ENDED MARCH 31, 1997	YEAR ENDED DECEMBER 31,				
		----- 1996	1995	1994	1993	1992 -----
		(DOLLARS IN THOUSANDS)				
Balance, beginning of period.....	\$ 3,523	\$ 1,947	\$ 1,071	\$ 884	\$ 752	\$ 934
Provision for loan losses.....	1,345	1,872	1,121	--	--	--
Charge-offs:						
Single-family residential loans.....	(34)	(261)	(131)	(302)	(150)	(138)
Multi-family residential loans.....	--	(7)	--	--	(170)	(3)
Commercial real estate loans.....	--	--	(40)	--	--	--
Consumer loans.....	--	(28)	(92)	(170)	(16)	(88)
	-----	-----	-----	-----	-----	-----
Total charge-offs.....	(34)	(296)	(263)	(472)	(336)	(229)
Recoveries:						
Single-family residential loans.....	--	--	3	410	346	29
Multi-family residential loans.....	--	--	--	--	--	--
Commercial real estate loans.....	--	--	15	--	--	--
Consumer loans.....	--	--	--	249	122	18
	-----	-----	-----	-----	-----	-----
Total recoveries.....	--	--	18	659	468	47
	-----	-----	-----	-----	-----	-----
Net (charge-offs) recoveries.....	(34)	(296)	(245)	187	132	(182)
	-----	-----	-----	-----	-----	-----
Balance, end of period.....	\$ 4,834	\$ 3,523	\$ 1,947	\$ 1,071	\$ 884	\$ 752
	-----	-----	-----	-----	-----	-----
Net charge-offs (recoveries) as a percentage of average loan portfolio, net.....	0.01%	0.09%	0.19%	(0.28)%	(0.10)%	0.37%

The following table sets forth an analysis of activity in the allowance for loan losses relating to the Company's discounted loan portfolio during the periods indicated.

	THREE MONTHS ENDED MARCH 31, 1997	YEAR ENDED DECEMBER 31, 1996
	-----	-----
	(DOLLARS IN THOUSANDS)	
Balance, beginning of period.....	\$ 11,538	\$ --
Provision for loan losses.....	8,397	20,578
Charge-offs:		
Single-family residential loans.....	(1,795)	(7,009)
Multi-family residential loans.....	(509)	(704)
Commercial real estate loans.....	(870)	(1,503)
Other loans.....	--	--
	-----	-----
Total charge-offs.....	(3,174)	(9,216)
	-----	-----
Recoveries:		
Single-family residential loans.....	47	176
Multi-family residential loans.....	--	--
Commercial real estate loans.....	--	--
Consumer loans.....	--	--
	-----	-----
Total recoveries.....	47	176
	-----	-----
Net (charge-offs) recoveries.....	(3,127)	(9,040)
	-----	-----
Balance, end of period.....	\$ 16,808	\$ 11,538
	-----	-----
Net charge-offs (recoveries) as a percentage of average discounted loan portfolio, net.....	0.28%	1.34%

INVESTMENT ACTIVITIES

GENERAL. The investment activities of the Company currently include investments in mortgage-related securities, investment securities and low-income housing tax credit interests. The investment policy of the Company, which is established by the Investment Committee and approved by the Board of Directors, is designed primarily to provide a portfolio of diversified instruments while seeking to optimize net interest income within acceptable limits of interest rate risk, credit risk and liquidity.

MORTGAGE-BACKED AND RELATED SECURITIES. From time to time the Company invests in mortgage-backed and mortgage-related securities. Although mortgage-backed and mortgage-related securities generally yield less than the loans that back such securities because of costs associated with their payment guarantees or credit enhancements, such securities are more liquid than individual loans and may be used to collateralize borrowings of the Company. Other mortgage-backed and mortgage-related securities bear the distilled risks of the underlying loans, such as prepayment risk (interest-only securities) and credit risk (subordinated interests), and are generally less liquid than individual loans. See Note 6 to the Consolidated Financial Statements.

Mortgage-related securities include senior and subordinate regular interests and residual interests in CMOs, including CMOs which have qualified as REMICs. The regular interests in some CMOs are like traditional debt instruments because they have stated principal amounts and traditionally defined interest-rate terms. Purchasers of certain other interests in REMICs are entitled to the excess, if any, of the issuer's cash inflows, including reinvestment earnings, over the cash outflows for debt service and administrative expenses. These interests may include instruments designated as residual interests, which represent an equity ownership interest in the underlying collateral, subject to the first lien of the investors in the other classes of the REMIC.

A senior-subordinated structure often is used with CMOs to provide credit enhancement for securities which are backed by collateral which is not guaranteed by FNMA, FHLMC or the Government National Mortgage Association ("GNMA"). These structures divide mortgage pools into two risk classes: a senior class and one or more subordinated classes. The subordinated classes provide protection to the senior class. When cash flow is impaired, debt service goes first to the holders of senior classes. In addition, incoming cash flows also may be held in a reserve fund to meet any future shortfalls of cash flow to holders of senior classes. The holders of subordinated classes may not receive any principal repayments until the holders of senior classes have been paid and, when appropriate, until a specified level of funds has been contributed to the reserve fund.

Interest-only and principal-only securities are so-called stripped mortgage-related securities, in which interest coupons may be stripped from a mortgage-related security to create an IO strip, where the investor receives all of the interest cash flows and none of the principal, and a PO strip, where the investor receives all of the principal cash flows and none of the interest. Inverse floating rate interest-only ("Inverse IO") securities also have coupons which are stripped from a mortgage-related security. However, Inverse IOs have coupons whose interest rates change inversely with, and often as a multiple of, a specialized index such as the one-month London Interbank Offered Rate.

indicated.

- At March 31, 1997, \$97.6 million of the Company's securities available for sale were issued by FHLMC or FNMA and \$250.2 million of such securities were privately issued. Of the \$250.2 million of securities available for sale which were privately issued at March 31, 1997, \$164.7 million were rated AAA by national rating agencies, \$3.6 million were rated investment grade below this level and \$81.6 million (amortized cost of \$77.1 million) were unrated or rated below investment grade.

At March 31, 1997, the carrying value of the Company's investment in subordinate classes of mortgage-related securities amounted to \$77.6 million and included \$32.5 million of subordinated classes

of mortgage-related securities acquired in connection with the securitization activities of the Company. During the three months ended March 31, 1997, the Company acquired \$4.5 million of subordinate mortgage-related securities in connection with the securitization of single-family residential loans acquired from HUD. During 1996, the Company acquired \$9.2 million of subordinate mortgage-related securities in connection with the Company's securitization of commercial discounted loans and \$18.9 million of subordinate mortgage-related securities in connection with LLC's securitization of HUD loans. For additional information see "Business--Discounted Loan Acquisition and Resolution Activities--Sales of Discounted Loans" and "Business--Investment in Joint Ventures--Securitization of HUD Loans by LLC." At March 31, 1997, the Company's subordinate securities supported senior classes of securities having an outstanding principal balance of \$1.14 billion. Because of their subordinate position, subordinate classes of mortgage-related securities involve more risk than the other classes.

During 1996, the Company also retained residual securities in REMICs which were formed in connection with the securitization and sale of \$219.6 million of single-family residential loans to non-conforming borrowers in two underwritten public offerings as partial payment for the loans sold by it. These REMIC residual securities had a carrying value of \$21.6 million at March 31, 1997 and supported senior classes of securities having an outstanding principal balance of \$175.0 million at such date. Cash flows supporting the REMIC residuals, which provide credit support similar to a senior-subordinated structure, are generated by the amount by which the interest collected on the mortgage loan exceeds the interest due on the senior securities. See "Business--Lending Activities--Single-Family Residential Loans."

The Company generally does not intend to purchase subordinate classes of mortgage-related securities created by unaffiliated parties. The Company held five such securities with a carrying value of \$32.0 million at March 31, 1997, which subsequently were sold to OAIC. The Company may retain subordinated classes resulting from the securitization of assets held by it directly or indirectly through the Bank and investments in joint ventures, although it is intended that any such securities held by the Bank will be distributed to the Company as a dividend, subject to its ability to declare such dividends under applicable limitations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments."

Under a regulatory bulletin issued by the OTS, a federally-chartered savings institution such as the Bank generally may invest in "high risk" mortgage securities only to reduce its overall interest rate risk and after it has adopted various policies and procedures, although under specified circumstances such securities also may be acquired for trading purposes. A "high risk" mortgage security for this purpose generally is any mortgage-related security which meets one of three tests which are intended to measure the average life or price volatility of the security in relation to a benchmark fixed rate, 30-year mortgage-backed pass-through security. At March 31, 1997, the Bank held mortgage-related securities with a carrying value of \$152.1 million (amortized cost of \$140.4 million) which were classified as "high-risk" mortgage securities by the OTS.

The expected actual maturity of a mortgage-backed and related security is shorter than its stated maturity due to prepayments of the underlying mortgages. Prepayments that are faster than anticipated may shorten the life of the security and adversely affect its yield to maturity. The yield is based upon the interest income and the amortization of any premium or accretion of any discount related to the mortgage-backed and related security. Prepayments on mortgage-backed and related securities have the effect of accelerating the amortization of premiums and accretion of discounts, which decrease and increase interest income, respectively. Although prepayments of underlying mortgages depend on many factors, including the type of mortgages, the coupon rate, the age of mortgages, the geographical location of the underlying real estate collateralizing the mortgages and general levels of market interest rates, the difference between the interest rates on the underlying mortgages and the prevailing mortgage interest rates generally is the most significant determinant of the rate of prepayments. During periods of falling mortgage interest rates, if the coupon rate of the underlying mortgages exceeds the prevailing market interest rates offered for mortgage loans, refinancing generally increases and accelerates the prepayment of the underlying mortgages and the related security. Similarly, during periods of increasing interest rates, refinancing generally decreases, thus lengthening the estimated maturity of mortgage loans.

For additional information relating to the Company's mortgage-related securities, see Note 6 to the Consolidated Financial Statements.

INVESTMENT SECURITIES. Investment securities currently consist primarily of a required investment in FHLB stock. The following table sets forth the Company's investment securities available for sale and held for investment at the dates indicated.

	MARCH 31, 1997	DECEMBER 31, 1996 1995 1994		
(DOLLARS IN THOUSANDS)				
Available for sale:				
U.S. Government securities.....	\$ --	\$ --	\$ --	\$ 3,532
Held for investment:				
U.S. Government securities.....	--	--	10,036	10,325
FHLB stock(1).....	10,845	8,798	8,520	6,555
Limited partnership interests.....	97	103	109	131
Investment in OAIC.....	259	--	--	--
Total.....	11,201	8,901	18,665	17,011
Total investment securities.....	\$ 11,201	\$ 8,901	\$ 18,665	\$ 20,543

(1) As a member of the FHLB of New York, the Bank is required to purchase and maintain stock in the FHLB of New York in an amount equal to at least 1% of its aggregate unpaid residential mortgage loans, home purchase contracts and similar obligations at the beginning of each year or 5% of borrowings, whichever is greater.

TRADING SECURITIES. When securities are purchased with the intent to resell in the near term, they are classified as trading securities and reported on the Company's consolidated statement of financial condition as a separately identified trading account. Securities in this account are carried at current market value. All trading securities are marked-to-market, and any increase or decrease in unrealized appreciation or depreciation is included in the Company's consolidated statements of operations.

Under guidelines approved by the Board of Directors of the Company, the Company is authorized to hold a wide variety of securities as trading securities, including U.S. Government and agency securities and mortgage-backed and mortgage-related securities. The Company also is authorized by such guidelines to use various hedging techniques in connection with its trading activities, as well as to effect short sales of securities, pursuant to which the Company sells securities which are to be acquired by it at a future date. Under current guidelines, the amount of securities held by the Company in a trading account may not exceed on a gross basis the greater of \$200 million or 15% of the Company's total assets, and the total net amount of securities (taking into account any related hedge or buy/sell agreement relating to similar securities) may not exceed the greater of \$150 million or 10% of total assets.

The Company's securities held for trading at December 31, 1996 amounted to \$75.6 million and represented one AAA-rated CMO which was sold in January 1997. The Company held no securities for trading at March 31, 1997.

INVESTMENTS IN LOW-INCOME HOUSING TAX CREDIT INTERESTS. The Company invests in low-income housing tax credit interests primarily through limited partnerships for the purpose of obtaining Federal income tax credits pursuant to Section 42 of the Code, which provides a tax credit to investors in qualified low-income rental housing that is constructed, rehabilitated or acquired after December 31, 1986. To be eligible for housing tax credits, a property generally must first be allocated an amount of tax credits by the tax credit allocating agency, which in most cases also serves as the housing finance agency, of the state in which the property is located. If the property is to be constructed or rehabilitated, it must be completed and placed in

service within a specified time, generally within two years after the year in which the tax credit allocation is received. A specified portion of the apartment units in a qualifying project may only be rented to qualified tenants for a period of 15 years, or a portion of any previously claimed tax credits will be subject to recapture, as discussed below.

At March 31, 1997, the Company's investment in low-income housing tax credit interests amounted to \$99.9 million or 3.8% of the Company's total assets. The Company's investments in low-income housing tax credit interests are made by the Company indirectly through subsidiaries of the Company, which may be a general partner and/or a limited partner in the partnership.

In accordance with a 1995 pronouncement of the Emerging Issues Task Force, the Company's accounting for investments in low-income housing tax credit partnerships in which it acts solely as a limited partner, which amounted to \$75.9 million in the aggregate at March 31, 1997, depends on whether the investment was made on or after May 18, 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Changes in Financial Condition--Investments in Low-Income Housing Tax Credit Interests."

Low-income housing tax credit partnerships in which the Company, through a subsidiary, acts as a general partner, are presented on a consolidated basis. At March 31, 1997, the Company's investment in low-income housing tax credit interests included \$24.0 million of assets related to low-income housing tax credit partnerships in which a subsidiary of the Company acts as a general partner. The Company had commitments to make \$16.4 million of additional investments in such partnerships.

The Company also makes loans to low-income housing tax credit partnerships in which it has invested to construct the affordable housing project owned by the partnership. At March 31, 1997, the Company had \$35.1 million of construction loans outstanding to low-income housing tax credit partnerships and commitments to fund an additional \$12.6 million of such loans. Approximately \$13.9 million of such funded construction loans at March 31, 1997 were made to partnerships in which subsidiaries of the Company acted as a general partner and thus were consolidated with the Company for financial reporting purposes. The risks associated with these construction loans generally are the same as those made by the Company to unaffiliated third parties. See "Business--Lending Activities."

The affordable housing projects owned by the low-income housing tax credit partnerships in which the Company had invested at March 31, 1997 are geographically located throughout the United States. At March 31, 1997, the Company's largest funded investment in a low-income housing tax credit interest was a \$15.4 million investment in a partnership which owned a 408-unit qualifying project in Fort Lauderdale, Florida, and the Company's largest unfunded investment in such a partnership was a \$27.8 million commitment to fund equity and debt investments in a partnership which will construct a 240-unit qualifying project in Greece, New York, of which \$1,000 of equity and \$14.8 million of debt was funded as of such date.

At March 31, 1997, the Company had invested in or had commitments to invest in 32 low-income housing tax credit partnerships, of which 27 had been allocated tax credits. The Company estimates that its investment in low-income housing tax credit interests at March 31, 1997 will provide approximately \$218.0 million of tax credits.

During 1996, the Company sold \$19.8 million of its investments in low-income housing credit interests for a gain of \$4.9 million. Depending on available prices, its ability to utilize tax credits and other factors, the Company may seek to sell other of its low-income housing tax credit interests in the future.

The ownership of low-income housing tax credit interests produces two types of tax benefits. The primary tax benefit flows from the low-income housing tax credits under the Code which are generated by the ownership and operation of the real property in the manner required to obtain such tax credits. These credits may be used to offset Federal income tax on a dollar for dollar basis but may not offset the alternative minimum tax; tax credits thus may reduce the overall Federal income tax to an effective rate of

20%. At December 31, 1996, the Company could recover \$8.7 million and \$700,000 of taxes paid in 1994 and 1993, respectively, through the carryback of tax credits realized in the current year. In addition, the operation of the rental properties produces losses for financial statement and tax purposes in the early years and sometimes throughout the anticipated ownership period. These tax losses may be used to offset taxable income from other operations and thereby reduce income tax which would otherwise be paid on such taxable income.

Tax credits may be claimed over a ten-year period on a straight-line basis once the underlying multi-family residential properties are placed in service. Tax credits claimed reduce the tax payments computed based upon taxable income to not less than the alternative minimum tax computed for that year or any year not more than three years before or 15 years after the year the tax credit is earned. Tax credits are realized regardless of whether units in the project continue to be occupied once the units in the project have been initially rented to a qualifying tenant, and tax credits are not dependent on a project's operating income or appreciation. Tax credits can be claimed over a ten-year period and generally can be lost or recaptured only if non-qualifying tenants are placed in units, ownership of the project is transferred or the project is destroyed and not rebuilt during a 15-year compliance period for the project. The Company has established specific investment criteria for investment in multi-family residential projects which have been allocated tax credits, which require, among other things, a third party developer of the project and/or the seller of the interest therein to provide a guarantee against loss or recapture of tax credits and to maintain appropriate insurance to fund rebuilding in case of destruction of the project. Notwithstanding the Company's efforts, there can be no assurance that the multi-family residential projects owned by the low-income housing tax credit partnerships in which it has invested will satisfy applicable criteria during the 15-year compliance period and that there will not be loss or recapture of the tax credits associated therewith.

Investments made pursuant to the affordable housing tax credit program of the Code are subject to numerous risks resulting from changes in the Code. For example, the Balanced Budget Act of 1995, which was vetoed by the President of the United States in December 1995 for reasons which were unrelated to the tax credit program, generally would have established a sunset date for the affordable housing tax credit program of the Code for housing placed in service after December 31, 1997 and would have required a favorable vote by Congress to extend the credit program. Although this change would not have impacted the Company's existing investments, other potential changes in the Code which have been discussed from time to time could reduce the benefits associated with the Company's existing investments in low-income housing tax credit interests, including the replacement of the current graduated income taxation provisions in the Code with a "flat tax" based system and increases in the alternative minimum tax, which cannot be reduced by tax credits. Management of the Company is unable to predict whether any of the foregoing or other changes to the Code will be subject to future legislation and, if so, what the contents of such legislation will be and its effects, if any, on the Company.

SOURCES OF FUNDS

GENERAL. Deposits, FHLB advances, reverse repurchase agreements, securities financings, maturities, resolutions and principal repayments on securities and loans and proceeds from the sale of securities, loans and real estate owned held for sale currently are the principal sources of funds for use in the Company's investment and lending activities and for other general business purposes. Management of the Company closely monitors rates and terms of competing sources of funds on a regular basis and generally utilizes the sources which are the most cost effective.

DEPOSITS. The primary source of deposits for the Company currently is brokered certificates of deposit obtained through national investment banking firms which, pursuant to agreements with the Company, solicit funds from their customers for deposit with the Company ("brokered deposits"). Such deposits amounted to \$1.34 billion or 63.6% of the Company's total deposits at March 31, 1997. In addition, during 1995 the Company commenced a program to obtain certificates of deposit from customers

of regional and local investment banking firms which are made aware of the Company's products by the Company's direct solicitation and marketing efforts. At March 31, 1997, \$388.8 million or 18.4% of the Company's deposits were obtained in this manner through over 100 regional and local investment banking firms. The Company also solicits certificates of deposit from institutional investors and high net worth individuals identified by the Company. At March 31, 1997, \$218.3 million or 10.4% of the Company's total deposits consisted of deposits obtained by the Company from such efforts.

The Company's brokered deposits at March 31, 1997 were net of \$12.3 million of unamortized deferred fees. The amortization of deferred fees is computed using the interest method and is included in interest expense on certificates of deposit.

The Company believes that the effective cost of brokered and other wholesale deposits is more attractive to the Company than deposits obtained on a retail basis from branch offices after the general and administrative expense associated with the maintenance of branch offices is taken into account. Moreover, brokered and other wholesale deposits generally give the Company more flexibility than retail sources of funds in structuring the maturities of its deposits and in matching liabilities with comparably maturing assets. At March 31, 1997, \$969.8 million or 48.8% of the Company's certificates of deposits were scheduled to mature within one year.

Although management of the Company believes that brokered and other wholesale deposits are advantageous in certain respects, such funding sources, when compared to retail deposits attracted through a branch network, are generally more sensitive to changes in interest rates and volatility in the capital markets and are more likely to be compared by the investor to competing investments. In addition, such funding sources may be more sensitive to significant changes in the financial condition of the Company. There are also various regulatory limitations on the ability of all but well-capitalized insured financial institutions to obtain brokered deposits. See "Regulation--The Bank--Brokered Deposits." These limitations currently are not applicable to the Company because the Bank is a well-capitalized financial institution under applicable laws and regulations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments" and "Regulation--The Bank-- Regulatory Capital Requirements." There can be no assurances, however, that the Company will not become subject to such limitations in the future.

As a result of the Company's reliance on brokered and other wholesale deposits, significant changes in the prevailing interest rate environment, in the availability of alternative investments for individual and institutional investors or in the Company's financial condition, among other factors, could affect the Company's liquidity and results of operations much more significantly than might be the case with an institution that obtained a greater portion of its funds from retail or core deposits attracted through a branch network.

In addition to brokered and other wholesale deposits, the Company obtains deposits from its office located in Bergen County, New Jersey. These deposits include non-interest bearing checking accounts, NOW and money market checking accounts, savings accounts and certificates of deposit and are obtained through advertising, walk-ins and other traditional means. At March 31, 1997, the deposits which were allocated to this office amounted to \$53.4 million or 2.5% of the Company's deposits.

The following table sets forth information related to the Company's deposits at the dates indicated.

	DECEMBER 31,							
	MARCH 31, 1997		1996		1995		1994	
	AMOUNT	AVG. RATE	AMOUNT	AVG. RATE	AMOUNT	AVG. RATE	AMOUNT	AVG. RATE
(DOLLARS IN THOUSANDS)								
Non-interest bearing checking accounts...	\$ 95,166	--%	\$ 96,563	--%	\$ 48,482	--%	\$ 35,943	--%
NOW and money market checking accounts...	22,651	4.13	22,208	2.99	17,147	3.37	18,934	2.17
Savings accounts.....	2,073	2.30	2,761	2.30	3,471	2.30	24,007	2.30
	119,890		121,532		69,100		78,884	
Certificates of deposit(1).....	1,999,194		1,809,098		1,440,240		950,817	
Unamortized deferred fees.....	(12,255)		(10,888)		(7,694)		(6,433)	
Total certificates of deposit.....	1,986,939	5.85	1,798,210	5.80	1,432,546	5.68	944,384	5.50
Total deposits.....	\$ 2,106,829	5.56	\$ 1,919,742	5.47	\$ 1,501,646	5.46	\$ 1,023,268	5.17

(1) At March 31, 1997 and December 31, 1996, 1995 and 1994, certificates of deposit issued on an uninsured basis amounted to \$267.2 million, \$147.5 million, \$80.0 million and \$21.1 million, respectively. Of the \$267.2 million of uninsured deposits at March 31, 1997, \$138.4 million were from states and political subdivisions in the United States and secured or collateralized as required under state law.

The following table sets forth by various interest rate categories the certificates of deposit in the Company at the dates indicated.

	DECEMBER 31,			
	MARCH 31, 1997	1996	1995	1994
(DOLLARS IN THOUSANDS)				
2.99% or less.....	\$ 681	\$ 1,442	\$ 222	\$ 3,613
3.00-3.50%.....	4	4	39	642
3.51-4.50.....	137	1,149	42,751	221,459
4.51-5.50.....	522,748	595,730	454,653	242,383
5.51-6.50.....	1,262,607	990,621	660,745	310,898
6.51-7.50.....	200,271	208,774	273,655	165,197
7.51-8.50.....	491	490	481	192
	\$ 1,986,939	\$ 1,798,210	\$ 1,432,546	\$ 944,384

The following table sets forth the amount and maturities of the certificates of deposit in the Company at March 31, 1997.

	SIX MONTHS AND LESS	OVER SIX MONTHS AND LESS THAN ONE YEAR	ONE YEAR THROUGH TWO YEARS	OVER TWO YEARS	TOTAL
			(DOLLARS IN THOUSANDS)		
2.99% or less.....	\$ 652	\$ --	\$ 29	\$ --	\$ 681
3.00-3.50%.....	--	--	4	--	4
3.51-4.50.....	94	24	13	6	137
4.51-5.50.....	231,278	173,110	68,428	49,932	522,748
5.51-6.50.....	322,122	183,211	324,780	432,494	1,262,607
6.51-7.50.....	4,979	54,375	50,633	90,284	200,271
7.51-8.50.....	--	--	99	392	491
	<u>\$ 559,125</u>	<u>\$ 410,720</u>	<u>\$ 443,986</u>	<u>\$ 573,108</u>	<u>\$ 1,986,939</u>

At March 31, 1997, the Company had \$267.2 million of certificates of deposit in amounts of \$100,000 or more outstanding maturing as follows: \$128.7 million within three months; \$39.6 million over three months through six months; \$46.4 million over six months through 12 months; and \$52.5 million thereafter.

For additional information related to the Company's deposits, see Note 16 to the Consolidated Financial Statements.

BORROWINGS. Through the Bank, the Company obtains advances from the FHLB of New York upon the security of certain of its residential first mortgage loans, mortgage-backed and mortgage-related securities and other assets, including FHLB stock, provided certain standards related to the creditworthiness of the Bank have been met. FHLB advances are available to member financial institutions such as the Bank for investment and lending activities and other general business purposes. FHLB advances are made pursuant to several different credit programs, each of which has its own interest rate, which may be fixed or adjustable, and range of maturities.

The Company also obtains funds pursuant to securities sold under reverse repurchase agreements. Under these agreements, the Company sells securities (generally mortgage-backed and mortgage-related securities) under an agreement to repurchase such securities at a specified price at a later date. Reverse repurchase agreements have short-term maturities (typically 90 days or less) and are deemed to be financing transactions. All securities underlying reverse repurchase agreements are reflected as assets in the Company's Consolidated Financial Statements and are held in safekeeping by broker-dealers.

The Company's borrowings also include notes, subordinated debentures and other interest-bearing obligations. At March 31, 1997, this category of borrowings consisted primarily of \$100.0 million of the Bank's Debentures and \$125.0 million of the Company's Notes. In November 1996, the Company acquired the first mortgage payable on the hotel located in Columbus, Ohio which the Company owns. From time to time, the Company privately raises funds by issuing short-term notes to certain executives and stockholders of the Company. Such notes were repaid during 1996 and amounted to \$8.6 million and \$1.0 million at December 31, 1995 and 1994, respectively.

The following table sets forth information relating to the Company's borrowings and other interest-bearing obligations at the dates indicated.

	MARCH 31, 1997	DECEMBER 31, ----- 1996 1995 1994 -----		
		(DOLLARS IN THOUSANDS)		
FHLB advances.....	\$ 399	\$ 399	\$ 70,399	\$ 5,399
Reverse repurchase agreements.....	39,224	74,546	84,761	--
Notes, debentures and other interest-bearing obligations:				
Notes.....	125,000	125,000	--	--
Debentures.....	100,000	100,000	100,000	--
Hotel mortgage payable.....	573	573	8,427	19,099
Short-term notes.....	--	--	8,627	1,012
	225,573	225,573	117,054	20,111
	\$ 265,196	\$ 300,518	\$ 272,214	\$ 25,510

The following table sets forth certain information relating to the Company's short term borrowings having average balances during the period of greater than 30% of stockholders' equity at the end of the period. During each reported period, FHLB advances and reverse repurchase agreements are the only categories of borrowings meeting this criteria.

	THREE MONTHS ENDED MARCH 31, 1997	DECEMBER 31, ----- 1996 1995 1994 -----		
		(DOLLARS IN THOUSANDS)		
FHLB advances:				
Average amount outstanding during the period.....	\$ 21,521	\$ 71,221	\$ 14,866	\$ 26,476
Maximum month-end balance outstanding during the period...	\$ 86,399	\$ 81,399	\$ 100,399	\$ 57,399
Weighted average rate:				
During the period.....	5.26%	5.69%	7.57%	4.65%
At end of period.....	6.95%	7.02%	5.84%	9.59%
Reverse repurchase agreements:				
Average amount outstanding during the period.....	\$ 20,934	\$ 19,581	\$ 16,754	\$ 254,457
Maximum month-end balance outstanding during the period...	\$ 39,700	\$ 84,321	\$ 84,761	\$ 537,457
Weighted average rate:				
During the period.....	5.20%	5.62%	5.68%	4.09%
At end of period.....	5.60%	5.46%	5.70%	--%

For additional information relating to the Company's borrowings, see Notes 17, 18 and 19 to the Consolidated Financial Statements.

SUBSIDIARIES

Set forth below is a brief description of the operations of the Company's significant non-banking subsidiaries.

IMI. Through subsidiaries, IMI owns and manages the Westin Hotel in Columbus, Ohio and residential units in cooperative buildings which were acquired in connection with foreclosure on loans held by the Bank or by deed-in-lieu thereof. Recently, IMI sold a 69% partnership interest in the Westin Hotel for a small gain.

OFS. OFS was formed by the Company under Florida law in October 1996 for the purpose of purchasing substantially all of the assets of Admiral, the Company's primary correspondent mortgage banking firm for sub-prime single-family residential loans, and assuming all of the Bank's sub-prime single-family residential lending operations. In connection with the acquisition of substantially all of the assets of Admiral, in a transaction which closed on May 1, 1997, the Company agreed to pay Admiral \$6.8 million and to transfer to Admiral 20% of the voting stock of OFS. In addition, OFS assumed specified liabilities of Admiral in connection with this transaction, including a \$3.0 million unsecured loan which was made by the Bank to Admiral at the time OFS entered into an agreement to acquire substantially all of the assets of Admiral, which loan was repaid with the proceeds from a \$30.0 million unsecured, subordinated credit facility provided by the Company to OFS at the time of the closing of such acquisition. See "Business-- Lending Activities--Single-Family Residential Loans."

OCC. OCC is a wholly-owned subsidiary of the Company which was recently formed under Florida law to manage the day-to-day operations of OAIC, subject to supervision by OAIC's Board of Directors. The directors and executive officers of OCC consist solely of William C. Erbey, Chairman, President and Chief Executive Officer, and other executive officers of the Company. OAIC is a newly-organized Virginia corporation which will elect to be taxed as a REIT under the Code. In May 1997, OAIC conducted an initial public offering of 17,250,000 shares of its common stock, which resulted in estimated net proceeds of \$283.8 million, inclusive of the \$27.9 million contributed by the Company for an additional 1,875,000 shares, or 9.8% of the outstanding shares of OAIC common stock. The OAIC common stock is traded on the Nasdaq National Market under the symbol "OAIC."

Pursuant to a management agreement between OCC and OAIC, and subject to supervision by OAIC's Board of Directors, OCC formulates operating strategies for OAIC, arranges for the acquisition of assets by OAIC, arranges for various types of financing for OAIC, monitors the performance of OAIC's assets and provides certain administrative and managerial services in connection with the operation of OAIC. For performing these services, OCC receives (i) a base management fee in an amount equal to 1% per annum, calculated and paid quarterly based upon the average invested assets, as defined, of OAIC, which is intended to cover OCC's cost of providing management services to the Company, and (ii) a quarterly incentive fee in an amount equal to the product of (A) 25% of the dollar amount by which (1)(a) funds from operations, as defined, of OCC per share of OAIC common stock plus (b) gains (or minus losses) from debt restructuring and sales of property per share of OAIC common stock, exceed (2) an amount equal to (a) the weighted average of the initial public offering price of the OAIC common stock and the prices per share of any secondary offerings of OAIC common stock by OAIC multiplied by (b) the ten-year U.S. Treasury rate plus 5% per annum, multiplied by (B) the weighted average number of shares of OAIC common stock outstanding. The Board of Directors of OAIC may adjust the base management fee in the future if necessary to align the fee more closely with the actual costs of such services. OCC also may be reimbursed for the costs of certain due diligence tasks performed by it on behalf of OAIC, and will be reimbursed for the out-of-pocket expenses incurred by it on behalf of OAIC.

Recently, the Company transferred the lending operations associated with its large multi-family residential and commercial real estate loans to OCC. See "Business-General." Currently, OCC is emphasizing originating loans for OAIC (in order to enable OAIC to leverage the proceeds from the initial public offering of OAIC's common stock) and not the Company.

EMPLOYEES

At March 31, 1997, the Company had 583 full-time equivalent employees, excluding employees of the hotel and certain other real estate owned and operated by the Company. In addition, the Company employed 131 full-time equivalent employees in connection with the acquisition of substantially all of the assets of Admiral on April 30, 1997. See "Business--Subsidiaries."

OFFICES

At March 31, 1997, the Company conducted business from its executive and administrative offices located in West Palm Beach, Florida and a full-service banking office located in northern New Jersey.

The following table sets forth information relating to the Company's executive and main offices at March 31, 1997.

LOCATION	OWNED/LEASED	NET BOOK VALUE OF PROPERTY OR LEASEHOLD IMPROVEMENTS
(DOLLARS IN THOUSANDS)		
Executive Offices:		
1675 Palm Beach Lakes Blvd.		
West Palm Beach, FL.....	Leased	\$ 4,904
Main Office:		
2400 Lemoine Ave		
Fort Lee, NJ.....	Leased	\$ --

In addition to the above offices, OFS maintains 17 loan production offices in six states, including 11 offices in California. These offices are operated pursuant to leases with up to three-year terms.

LEGAL PROCEEDINGS

The Company is involved in various legal proceedings occurring in the ordinary course of business which management of the Company believes will not have a material adverse effect on the financial condition or operations of the Company.

REGULATION

Financial institutions and their holding companies are extensively regulated under federal and state laws. As a result, the business, financial condition and prospects of the Company can be materially affected not only by management decisions and general economic conditions, but also by applicable statutes and regulations and other regulatory pronouncements and policies promulgated by regulatory agencies with jurisdiction over the Company and the Bank, such as the OTS and the FDIC. The effect of such statutes, regulations and other pronouncements and policies can be significant, cannot be predicted with a high degree of certainty and can change over time. Moreover, such statutes, regulations and other pronouncements and policies are intended to protect depositors and the insurance funds administered by the FDIC, and not stockholders or holders of indebtedness which are not insured by the FDIC.

The enforcement powers available to Federal banking regulators is substantial and includes, among other things, the ability to assess civil monetary penalties, to issue cease-and-desist or removal orders and to initiate injunctive actions against banking organizations and institution-affiliated parties, as defined. In general, these enforcement actions must be initiated for violations of laws and regulations and unsafe or unsound practices. Other actions or inactions may provide the basis for enforcement action, including misleading or untimely reports filed with regulatory authorities.

The following discussion and other references to and descriptions of the regulation of financial institutions contained herein constitute brief summaries thereof as currently in effect. This discussion is not intended to constitute and does not purport to be a complete statement of all legal restrictions and requirements applicable to the Company and the Bank and all such descriptions are qualified in their entirety by reference to applicable statutes, regulations and other regulatory pronouncements.

THE COMPANY

GENERAL. The Company is a registered savings and loan holding company under the Home Owner's Loan Act ("HOLA"). As such, the Company is subject to regulation, supervision and examination by the OTS.

ACTIVITIES RESTRICTION. There are generally no restrictions on the activities of a savings and loan holding company, such as the Company, which holds only one subsidiary savings institution. However, if the Director of the OTS determines that there is reasonable cause to believe that the continuation by a savings and loan holding company of an activity constitutes a serious risk to the financial safety, soundness or stability of its subsidiary savings institution, the Director may impose such restrictions as deemed necessary to address such risk, including limiting (i) payment of dividends by the savings institution; (ii) transactions between the saving institution and its affiliates; and (iii) any activities of the savings institution that might create a serious risk that the liabilities of the holding company and its affiliates may be imposed on the savings institution. Notwithstanding the above rules as to permissible business activities of unitary savings and loan holding companies, if the savings institution subsidiary of such a holding company fails to meet a qualified thrift lender ("QTL") test set forth in OTS regulations, then such unitary holding company shall become subject to the activities and restrictions applicable to multiple savings and loan holding companies and, unless the savings institution requalifies as a QTL within one year thereafter, shall register as, and become subject to the restrictions applicable to, a bank holding company. See "--The Bank-Qualified Thrift Lender Test" below.

If the Company were to acquire control of another savings institution other than through merger or other business combination with the Bank, the Company would thereupon become a multiple savings and loan holding company. Except where such acquisition is pursuant to the authority to approve emergency thrift acquisitions and where each subsidiary savings institution meets the QTL test, as set forth below, the activities of the Company and any of its subsidiaries (other than the Bank or other subsidiary savings institutions) would thereafter be subject to further restrictions. Among other things, no multiple savings and loan holding company or subsidiary thereof which is not a savings institution generally shall commence

or continue for a limited period of time after becoming a multiple savings and loan holding company or subsidiary thereof any business activity, other than: (i) furnishing or performing management services for a subsidiary savings institution; (ii) conducting an insurance agency or escrow business; (iii) holding, managing, or liquidating assets owned by or acquired from a subsidiary savings institution; (iv) holding or managing properties used or occupied by a subsidiary savings institution; (v) acting as trustee under deeds of trust; (vi) those activities authorized by regulation as of March 5, 1987 to be engaged in by multiple savings and loan holding companies; or (vii) unless the Director of the OTS by regulation prohibits or limits such activities for savings and loan holding companies, those activities authorized by the Federal Reserve Board as permissible for bank holding companies. Those activities described in clause (vii) above also must be approved by the Director of the OTS prior to being engaged in by a multiple savings and loan holding company.

RESTRICTIONS ON ACQUISITIONS. Except under limited circumstances, savings and loan holding companies are prohibited from acquiring, without prior approval of the Director of the OTS, (i) control of any other savings institution or savings and loan holding company or substantially all the assets thereof or (ii) more than 5% of the voting shares of a savings institution or holding company thereof which is not a subsidiary. Except with the prior approval of the Director of the OTS, no director or officer of a savings and loan holding company or person owning or controlling by proxy or otherwise more than 25% of such company's stock may acquire control of any savings institution, other than a subsidiary savings institution, or of any other savings and loan holding company.

The Director of the OTS may approve acquisitions resulting in the formation of a multiple savings and loan holding company which controls savings institutions in more than one state only if (i) the multiple savings and loan holding company involved controls a savings institution which operated a home or branch office located in the state of the institution to be acquired as of March 5, 1987; (ii) the acquirer is authorized to acquire control of the savings institution pursuant to the emergency acquisition provisions of the Federal Deposit Insurance Act ("FDIA"); or (iii) the statutes of the state in which the institution to be acquired is located specifically permit institutions to be acquired by state-chartered savings institutions located in the state where the acquiring entity is located (or by a holding company that controls such state-chartered savings institutions).

RESTRICTIONS ON TRANSACTIONS WITH AFFILIATES. Transactions between the Company or any of its non-bank subsidiaries and the Bank are subject to various restrictions, which are described below under "--The Bank--Affiliate Transactions."

THE BANK

GENERAL. The Bank is a federally-chartered savings bank organized under the HOLA. As such, the Bank is subject to regulation, supervision and examination by the OTS. The deposit accounts of the Bank are insured up to applicable limits by the SAIF administered by the FDIC and, as a result, the Bank also is subject to regulation, supervision and examination by the FDIC.

The business and affairs of the Bank are regulated in a variety of ways. Regulations apply to, among other things, insurance of deposit accounts, capital ratios, payment of dividends, liquidity requirements, the nature and amount of the investments that the Bank may make, transactions with affiliates, community and consumer lending laws, internal policies and controls, reporting by and examination of the Bank and changes in control of the Bank.

INSURANCE OF ACCOUNTS. Pursuant to legislation enacted in September 1996, a one-time fee was paid by all SAIF-insured institutions at the rate of \$0.657 per \$100 of deposits held by such institutions at March 31, 1995. The money collected recapitalized the SAIF reserve to the level of 1.25% of insured deposits as required by law. In September 1996, the Bank recorded a pre-tax accrual of \$7.1 million for this assessment, which was subsequently paid in November 1996.

The new legislation also provides for the merger, subject to certain conditions, of the SAIF into the Bank Insurance Fund ("BIF") administered by the FDIC by 1999 and also requires BIF-insured institutions to share in the payment of interest on the bonds issued by a specially created government entity ("FICO"), the proceeds of which were applied toward resolution of the thrift industry crisis in the 1980s. Beginning on January 1, 1997, in addition to the insurance premiums that will be paid by SAIF-insured institutions to maintain the SAIF reserve at its required level pursuant to the current risk classification system, SAIF-insured institutions will pay deposit insurance premiums at the annual rate of 6.4 basis points of their insured deposits and BIF-insured institutions will pay deposit insurance premiums at the annual rate of 1.3 basis points of their insured deposits towards the payment of interest on the FICO bonds. Under the current risk classification system, institutions are assigned to one of three capital groups which are based solely on the level of an institution's capital--"well capitalized," "adequately capitalized" and "undercapitalized"--which are defined in the same manner as the regulations establishing the prompt corrective action system under Section 38 of the FDIA, as discussed below. These three groups are then divided into three subgroups which are based on supervisory evaluations by the institution's primary federal regulator, resulting in nine assessment classifications. Assessment rates currently range from 0 basis points for well capitalized, healthy institutions to 27 basis points for undercapitalized institutions with substantial supervisory concerns.

The recapitalization of the SAIF is expected to result in lower deposit insurance premiums in the future for most SAIF-insured financial institutions, including the Bank.

The FDIC may terminate the deposit insurance of any insured depository institution, including the Bank, if it determines after a hearing that the institution has engaged or is engaging in unsafe or unsound practices, is in an unsafe or unsound condition to continue operations, or has violated any applicable law, regulation, order or any condition imposed by an agreement with the FDIC. It also may suspend deposit insurance temporarily during the hearing process for the permanent termination of insurance, if the institution has no tangible capital. If insurance of accounts is terminated, the accounts at the institution at the time of the termination, less subsequent withdrawals, shall continue to be insured for a period of six months to two years, as determined by the FDIC. Management is aware of no existing circumstances which would result in termination of the Bank's deposit insurance.

REGULATORY CAPITAL REQUIREMENTS. Federally-insured savings associations are subject to three capital requirements of general applicability: a tangible capital requirement, a core or leverage capital requirement and a risk-based capital requirement. All savings associations currently are required to maintain tangible capital of at least 1.5% of adjusted total assets (as defined in the regulations), core capital equal to 3% of adjusted total assets and total capital (a combination of core and supplementary capital) equal to 8% of risk-weighted assets (as defined in the regulations). For purposes of the regulation, tangible capital is core capital less all intangibles other than qualifying purchased mortgage servicing rights, of which the Bank had \$2.2 million at March 31, 1997. Core capital includes common stockholders' equity, non-cumulative perpetual preferred stock and related surplus, minority interests in the equity accounts of fully consolidated subsidiaries and certain nonwithdrawable accounts and pledged deposits. Core capital generally is reduced by the amount of a savings association's intangible assets, other than qualifying mortgage servicing rights.

A savings association is allowed to include both core capital and supplementary capital in the calculation of its total capital for purposes of the risk-based capital requirements, provided that the amount of supplementary capital included does not exceed the savings association's core capital. Supplementary capital consists of certain capital instruments that do not qualify as core capital, including subordinated debt (such as the Bank's Debentures) which meets specified requirements, and general valuation loan and lease loss allowances up to a maximum of 1.25% of risk-weighted assets. In determining the required amount of risk-based capital, total assets, including certain off-balance sheet items, are multiplied by a risk weight based on the risks inherent in the type of assets. The risk weights assigned by

the OTS for principal categories of assets currently range from 0% to 100%, depending on the type of asset.

OTS policy imposes a limitation on the amount of net deferred tax assets under SFAS No. 109 that may be included in regulatory capital. (Net deferred tax assets represent deferred tax assets, reduced by any valuation allowances, in excess of deferred tax liabilities.) Application of the limit depends on the possible sources of taxable income available to an institution to realize deferred tax assets. Deferred tax assets that can be realized from the following generally are not limited: taxes paid in prior carryback years and future reversals of existing taxable temporary differences. To the extent that the realization of deferred tax assets depends on an institution's future taxable income (exclusive of reversing temporary differences and carryforwards), or its tax-planning strategies, such deferred tax assets are limited for regulatory capital purposes to the lesser of the amount that can be realized within one year of the quarter-end report date or 10% of core capital. The foregoing considerations did not affect the calculation of the Bank's regulatory capital at March 31, 1997.

In August 1993, the OTS adopted a final rule incorporating an interest-rate risk component into the risk-based capital regulation. Under the rule, an institution with a greater than "normal" level of interest rate risk will be subject to a deduction of its interest rate risk component from total capital for purposes of calculating the risk-based capital requirement. As a result, such an institution will be required to maintain additional capital in order to comply with the risk-based capital requirement. Although the final rule was originally scheduled to be effective as of January 1994, the OTS has indicated that it will delay invoking its interest rate risk rule requiring institutions with above normal interest rate risk exposure to adjust their regulatory capital requirement until appeal procedures are implemented and evaluated. The OTS has not yet established an effective date for the capital deduction. Management of the Company does not believe that the OTS' adoption of an interest rate risk component to the risk-based capital requirement will adversely affect the Bank if it becomes effective in its current form.

In April 1991, the OTS proposed to modify the 3% of adjusted total assets core capital requirement in the same manner as was done by the Comptroller of the Currency for national banks. Under the OTS proposal, only savings associations rated composite 1 under the CAMEL rating system will be permitted to operate at the regulatory minimum core capital ratio of 3%. For all other savings associations, the minimum core capital ratio will be 3% plus at least an additional 100 to 200 basis points, which thus will increase the core capital ratio requirement to 4% to 5% of adjusted total assets or more. In determining the amount of additional capital, the OTS will assess both the quality of risk management systems and the level of overall risk in each individual savings association through the supervisory process on a case-by-case basis.

In addition to regulatory capital requirements of general applicability, a federally-insured savings association may be required to meet increased individual minimum capital requirements established by the OTS on a case-by-case basis upon a determination that a savings association's capital is or may become inadequate in view of its circumstances. Higher capital levels may be imposed by the OTS on a savings association (i) receiving special supervisory attention; (ii) that has or is expected to have losses resulting in capital inadequacy; (iii) that has a high degree of exposure to interest rate risk, prepayment risk, credit risk, concentration of credit risk, certain risks arising from nontraditional activities, or a high proportion of off-balance sheet risk; (iv) that has poor liquidity or cash flows; (v) growing, either internally or through acquisitions, at such a rate that supervisory problems are presented that are not dealt with adequately by other OTS regulations or guidance; (vi) that may be adversely affected by the activities or condition of its holding company or affiliates; (vii) with a portfolio reflecting weak credit quality or a significant likelihood of financial loss, or that has loans in nonperforming status or on which borrowers fail to comply with repayment terms; or (ix) that has a record of operating losses that exceeds the average of other, similarly situated, savings associations; has management deficiencies, including failure to adequately monitor and control financial and operating risks, particularly the risks presented by concentration of credit and nontraditional activities, or has a poor record of supervisory compliance. The appropriate minimum capital

level for an individual savings association is necessarily based, in part, on subjective judgment ground in OTS expertise. The factors to be considered in the determinations will vary in each case and may include, for example, (i) the conditions or circumstances leading to the determination that a higher minimum capital requirement is appropriate or necessary for the savings association; (ii) the exigency of those circumstances or potential problems; (iii) the overall condition, management strength and future prospects of the savings association and, if applicable, its holding company, subsidiaries and affiliates; (iv) the savings association's liquidity, capital and other indicators of financial stability, particularly as compared with those of similarly situated savings associations; and (v) the policies and practices of the savings association's directors, officers and senior management, as well as the internal control and internal audit systems for implementation of such adopted policies and practices.

At March 31, 1997, the Bank's regulatory capital substantially exceeded the requirements of general applicability and the Bank was not subject to an individual minimum capital requirement under OTS regulations. Based on discussions with the OTS following a recent examination of the Bank, however, the Bank has committed to the OTS to maintain regulatory capital at levels which exceed those of general applicability, commencing on June 30, 1997. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments."

PROMPT CORRECTIVE ACTION. Federal law provides the federal banking regulators with broad power to take "prompt corrective action" to resolve the problems of undercapitalized institutions. The extent of the regulators' powers depends on whether the institution in question is "well capitalized," "adequately capitalized," "undercapitalized," "significantly undercapitalized" or "critically undercapitalized." Under regulations adopted by the federal banking regulators, an institution shall be deemed to be (i) "well capitalized" if it has a total risk-based capital ratio of 10.0% or more, has a Tier 1 risk-based capital ratio of 6.0% or more, has a Tier 1 leverage capital ratio of 5.0% or more and is not subject to any written agreement, order, capital directive or prompt corrective action directive to meet and maintain a specific capital level for any capital measure; (ii) "adequately capitalized" if it has a total risk-based capital ratio of 8.0% or more, a Tier 1 risk-based capital ratio of 4.0% or more and a Tier 1 leverage capital ratio of 4.0% or more (3.0% under certain circumstances) and does not meet the definition of "well capitalized;" (iii) "undercapitalized" if it has a total risk-based capital ratio that is less than 8.0%, a Tier 1 risk-based capital ratio that is less than 4.0% or a Tier 1 leverage capital ratio that is less than 4.0% (3.0% under certain circumstances); (iv) "significantly undercapitalized" if it has a total risk-based capital ratio that is less than 6.0%, a Tier 1 risk-based capital ratio that is less than 3.0% or a Tier 1 leverage capital ratio that is less than 3.0%; and (v) "critically undercapitalized" if it has a ratio of tangible equity to adjusted total assets that is equal to or less than 2.0%. The regulations also permit the appropriate Federal banking regulator to downgrade an institution to the next lower category (provided that a significantly undercapitalized institution may not be downgraded to critically undercapitalized) if the regulator determines (i) after notice and opportunity for hearing or response, that the institution is in an unsafe or unsound condition or (ii) that the institution has received (and not corrected) a less-than-satisfactory rating for any of the categories of asset quality, management, earnings or liquidity in its most recent exam. At March 31, 1997, the Bank was a "well capitalized" institution under the prompt corrective action regulations of the OTS.

Depending upon the capital category to which an institution is assigned, the regulators' corrective powers, many of which are mandatory in certain circumstances, include prohibition on capital distributions; prohibition on payment of management fees to controlling persons; requiring the submission of a capital restoration plan; placing limits on asset growth; limiting acquisitions, branching or new lines of business; requiring the institution to issue additional capital stock (including additional voting stock) or to be acquired; restricting transactions with affiliates; restricting the interest rates that the institution may pay on deposits; ordering a new election of directors of the institution; requiring that senior executive officers or directors be dismissed; prohibiting the institution from accepting deposits from correspondent banks; requiring the institution to divest certain subsidiaries; prohibiting the payment of principal or interest on subordinated debt; and, ultimately, appointing a receiver for the institution.

QUALIFIED THRIFT LENDER TEST. All savings associations are required to meet the qualified thrift lender test ("QTL test") set forth in the HOLA and regulations of the OTS thereunder to avoid certain restrictions on their operations. A savings association that does not meet the QTL Test set forth in the HOLA and implementing regulations must either convert to a bank charter or comply with the following restrictions on its operations: (i) the association may not engage in any new activity or make any new investment, directly or indirectly, unless such activity or investment is permissible for a national bank; (ii) the branching powers of the association shall be restricted to those of a national bank; (iii) the association shall not be eligible to obtain any advances from its FHLB; and (iv) payment of dividends by the association shall be subject to the rules regarding payment of dividends by a national bank. Upon the expiration of three years from the date the association ceases to be a QTL, it must cease any activity and not retain any investment not permissible for a national bank and immediately repay any outstanding FHLB advances (subject to safety and soundness considerations). The Bank met the QTL test throughout 1996 and the first quarter of 1997.

RESTRICTIONS ON CAPITAL DISTRIBUTIONS. The OTS has promulgated a regulation governing capital distributions by savings associations, which include cash dividends, stock redemptions or repurchases, cash-out mergers, interest payments on certain convertible debt and other transactions charged to the capital account of a savings association as a capital distribution. Generally, the regulation creates three tiers of associations based on regulatory capital, with the top two tiers providing a safe harbor for specified levels of capital distributions from associations so long as such associations notify the OTS and receive no objection to the distribution from the OTS. Associations that do not qualify for the safe harbor provided for the top two tiers of associations are required to obtain prior OTS approval before making any capital distributions.

Tier 1 associations may make the highest amount of capital distributions, and are defined as savings associations that before and after the proposed distribution meet or exceed their fully phased-in regulatory capital requirements, as set forth in OTS regulations. See "--Regulatory Capital Requirements" above. Tier 1 associations may make capital distributions during any calendar year equal to the greater of (i) 100% of net income for the calendar year-to-date plus 50% of its "surplus capital ratio" at the beginning of the calendar year and (ii) 75% of its net income over the most recent four-quarter period. The "surplus capital ratio" is defined to mean the percentage by which the association's ratio of total capital to assets exceeds the ratio of its fully phased-in capital requirement to assets, and "fully phased-in capital requirement" is defined to mean an association's capital requirement under the statutory and regulatory standards applicable on December 31, 1994, as modified to reflect any applicable individual minimum capital requirement imposed upon the association. At March 31, 1997, management believes that the Bank was a Tier 1 association under the OTS capital distribution regulation. Notwithstanding the foregoing, however, management of the Company believes that the Bank's ability to make capital distributions as a Tier 1 association pursuant to the OTS capital distribution regulation are limited by the regulatory capital levels which it has committed to the OTS it would maintain, commencing on June 30, 1997. Taking into account such commitments and applicable laws and regulations, management estimates that the Bank could dividend to the Company \$6.5 million as of March 31, 1997. As a result of an agreement by the Company with the OTS to dividend subordinate and residual mortgage-related securities resulting from securitization activities conducted by the Bank, which had an aggregate book value of \$45.9 million at March 31, 1997, the Bank may not be able to pay any cash dividends to the Company without prior OTS approval, however. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments."

In December 1994, the OTS published a notice of proposed rulemaking to amend its capital distribution regulation. Under the proposal, the three-tiered approach contained in existing regulations would be replaced and institutions would be permitted to make capital distributions that would not result in their capital being reduced below the level required to remain "adequately capitalized," as defined above under "--Prompt Corrective Action" above.

LOAN-TO-ONE BORROWER Under applicable laws and regulations the amount of loans and extensions of credit which may be extended by a savings institution such as the Bank to any one borrower, including related entities, generally may not exceed the greater of \$500,000 or 15% of the unimpaired capital and unimpaired surplus of the institution. Loans in an amount equal to an additional 10% of unimpaired capital and unimpaired surplus also may be made to a borrower if the loans are fully secured by readily marketable securities. An institution's "unimpaired capital and unimpaired surplus" includes, among other things, the amount of its core capital and supplementary capital included in its total capital under OTS regulations.

At March 31, 1997, the Bank's unimpaired capital and surplus for purposes of the loans-to-one borrower regulation amounted to \$364.7 million, resulting in a general loans-to-one borrower limitation of \$54.7 million under applicable laws and regulations. At the same date, the Bank (i) was in compliance with the foregoing limitation because it had no loan or groups of loans to one borrower (including related entities) which exceeded \$54.7 million and (ii) had \$138.3 million, \$104.5 million and \$159.5 million of loans or groups of loans (including unfunded commitments) to one borrower (including related entities) with principal balances which aggregated \$40 million or more but less than \$54.7 million, \$30 million or more but less than \$40 million and \$20 million or more but less than \$30 million, respectively.

BROKERED DEPOSITS. Under applicable laws and regulations, an insured depository institution may be restricted in obtaining, directly or indirectly, funds by or through any "deposit broker," as defined, for deposit into one or more deposit accounts at the institution. The term "deposit broker" generally includes any person engaged in the business of placing deposits, or facilitating the placement of deposits, of third parties with insured depository institutions or the business of placing deposits with insured depository institutions for the purpose of selling interests in those deposits to third parties. In addition, the term "deposit broker" includes any insured depository institution, and any employee of any insured depository institution, which engages, directly or indirectly, in the solicitation of deposits by offering rates of interest (with respect to such deposits) which are significantly higher than the prevailing rates of interest on deposits offered by other insured depository institutions having the same type of charter in such depository institution's normal market area. As a result of the definition of "deposit broker," all of the Bank's brokered deposits, as well as possibly its deposits obtained through customers of regional and local investment banking firms and the deposits obtained from the Bank's direct solicitation efforts of institutional investors and high net worth individuals, are potentially subject to the restrictions described below. Under FDIC regulations, well-capitalized institutions are subject to no brokered deposit limitations, while adequately-capitalized institutions are able to accept, renew or roll over brokered deposits only (i) with a waiver from the FDIC and (ii) subject to the limitation that they do not pay an effective yield on any such deposit which exceeds by more than (a) 75 basis points the effective yield paid on deposits of comparable size and maturity in such institution's normal market area for deposits accepted in its normal market area or (b) by 120% for retail deposits and 130% for wholesale deposits, respectively, of the current yield on comparable maturity U.S. Treasury obligations for deposits accepted outside the institution's normal market area. Undercapitalized institutions are not permitted to accept brokered deposits and may not solicit deposits by offering an effective yield that exceeds by more than 75 basis points the prevailing effective yields on insured deposits of comparable maturity in the institution's normal market area or in the market area in which such deposits are being solicited. At March 31, 1997, the Bank was a well-capitalized institution which was not subject to restrictions on brokered deposits. See "Business--Sources of Funds-- Deposits."

LIQUIDITY REQUIREMENTS. All savings associations are required to maintain an average daily balance of liquid assets, which include specified short-term assets and certain long-term assets, equal to a certain percentage of the sum of its average daily balance of net withdrawable deposit accounts and borrowings payable in one year or less. The liquidity requirement may vary from time to time (between 4% and 10%) depending upon economic conditions and savings flows of all savings associations. Currently, the required liquid asset ratio is 5%. In May 1997, however, the OTS proposed to amend its liquidity regulation to,

among other things, provide that a savings association shall maintain liquid assets of not less than 4% of the amount of its liquidity base at the end of the preceding calendar quarter, as well as to provide that each savings association must maintain sufficient liquidity to ensure its safe and sound operation. Historically, the Bank has operated in compliance with applicable liquidity requirements. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity, Commitments and Off-Balance Sheet Risks."

AFFILIATE TRANSACTIONS. Under federal law and regulation, transactions between a savings association and its affiliates are subject to quantitative and qualitative restrictions. Affiliates of a savings association include, among other entities, companies that control, are controlled by or are under common control with the savings association. As a result, the Company and its non-bank subsidiaries are affiliates of the Bank.

Savings associations are restricted in their ability to engage in "covered transactions" with their affiliates. In addition, covered transactions between a savings association and an affiliate, as well as certain other transactions with or benefiting an affiliate, must be on terms and conditions at least as favorable to the savings association as those prevailing at the time for comparable transactions with non-affiliated companies. Savings associations are required to make and retain detailed records of transactions with affiliates.

Notwithstanding the foregoing, a savings association is not permitted to make a loan or extension of credit to any affiliate unless the affiliate is engaged only in activities the Federal Reserve Board has determined to be permissible for bank holding companies. Savings associations also are prohibited from purchasing or investing in securities issued by an affiliate, other than shares of a subsidiary.

Savings associations are also subject to various limitations and reporting requirements on loans to insiders. These limitations require, among other things, that all loans or extensions of credit to insiders (generally executive officers, directors or 10% stockholders of the institution) or their "related interests" be made on substantially the same terms (including interest rates and collateral) as, and follow credit underwriting procedures that are not less stringent than, those prevailing for comparable transactions with the general public and not involve more than the normal risk of repayment or present other unfavorable features.

COMMUNITY INVESTMENT AND CONSUMER PROTECTION LAWS. In connection with its lending activities, the Bank is subject to a variety of federal laws designed to protect borrowers and to promote lending to various sectors of the economy and population. Included among these are the Federal Home Mortgage Disclosure Act, Real Estate Settlement Procedures Act, Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act and the Community Reinvestment Act.

SAFETY AND SOUNDNESS. Other regulations of the OTS which are applicable to the Bank (i) set forth real estate lending standards for insured institutions, which provide guidelines concerning loan-to-value ratios for various types of real estate loans; (ii) require depository institutions to develop and implement internal procedures to evaluate and control credit and settlement exposure to their correspondent banks; and (iii) address various "safety and soundness" issues, including operations and managerial standards, standards for asset quality, earnings and stock valuations, and compensation standards for the officers, directors, employees and principal stockholders of the insured institution.

TAXATION

FEDERAL TAXATION

GENERAL. The Company and all of its subsidiaries currently file, and expect to continue to file, a consolidated Federal income tax return based on a calendar year. Consolidated returns have the effect of eliminating inter-company transactions, including dividends, from the computation of taxable income.

For taxable years beginning prior to January 1, 1996, a savings institution such as the Bank that met certain definitional tests relating to the composition of its assets and the sources of its income (a "qualifying savings institution") was permitted to establish reserves for bad debts and to claim annual tax deductions for additions to such reserves. A qualifying savings institution was permitted to make annual additions to such reserves based on the institution's loss experience. Alternatively, a qualifying savings institution could elect, on an annual basis, to use the "percentage of taxable income" method to compute its addition to its bad debt reserve on qualifying real property loans (generally, loans secured by an interest in improved real estate). The percentage of taxable income method permitted the institution to deduct a specified percentage of its taxable income before such deduction, regardless of the institution's actual bad debt experience, subject to certain limitations. From 1988 to 1995, the Bank has claimed bad debt deductions under the percentage of taxable income method because that method produced a greater deduction than did the experience method.

On August 20, 1996, President Clinton signed the Small Business Job Protection Act (the "Act") into law. One provision of the Act repealed the reserve method of accounting for bad debts for savings institutions effective for taxable years beginning after 1995 and provides for recapture of a portion of the reserves existing at the close of the last taxable year beginning before January 1, 1996. See Note 21 to the Consolidated Financial Statements for a discussion of the effect of this legislation on the Bank. For its tax years beginning on or after January 1, 1996, the Bank will be required to account for its bad debts under the specific charge-off method. Under this method, deductions may be claimed only as and to the extent that loans become wholly or partially worthless.

ALTERNATIVE MINIMUM TAX. In addition to the regular corporate income tax, corporations, including qualifying savings institutions, are subject to an alternative minimum tax. The 20% tax is computed on Alternative Minimum Taxable Income ("AMTI") and applies if it exceeds the regular tax liability. AMTI is equal to regular taxable income with certain adjustments. For taxable years beginning after 1989, AMTI includes an adjustment for 75% of the excess of "adjusted current earnings" over regular taxable income. Net operating loss carrybacks and carryforwards are permitted to offset only 90% of AMTI. Alternative minimum tax paid can be credited against regular tax due in later years.

TAX RESIDUALS. From time to time the Company acquires tax residuals., which are included in the Company's deferred tax assets. Although a tax residual has little or no future economic cash flows from the REMIC from which it has been issued, the tax residual does bear the income tax liability or benefit resulting from the difference between the interest rate paid on the securities by the REMIC and the interest rate received on the mortgage loans held by the REMIC. This generally results in taxable income for the Company in the first several years of the REMIC and equal amounts of tax deductions thereafter. The Company receives cash payments in connection with the acquisition of tax residuals to compensate the Company for the time value of money associated with the tax payments related to these securities and the costs of modeling, recording, monitoring and reporting the securities.; thus, the Company in effect receives payments in connection with its acquisition of the security and acceptance of the related tax liabilities. The Company defers all fees received and recognizes such fees in interest income on a level yield basis over the expected life of the deferred tax asset related to tax residuals. The Company also adjusts the recognition in interest income of fees deferred based upon the changes in the actual prepayment rates of the underlying mortgages held by the REMIC and periodic reassessments of the expected life of the deferred tax asset related to tax residuals. At December 31, 1996, the Company's gross deferred tax assets included \$3.7 million which was attributable to the Company's tax residuals and related deferred income. The Company's current portfolio of tax residuals generally have a negative tax basis and are not expected to generate future taxable income. Because of the manner in which REMIC residuals are treated for tax purposes, at December 31, 1996, the Company had approximately \$10.2 million of net operating loss carryforwards for Federal income tax purposes which were attributable to sales of tax residuals. See Note 21 to the Consolidated Financial Statements.

INVESTMENTS IN LOW-INCOME-HOUSING TAX CREDIT INTERESTS. For a discussion of the tax effects of investments in low-income-housing tax credit interests, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Results of Operations--Income Tax Expenses" and "Business-Investment Activities-Investment in Low-Income Housing Tax Credit Interests."

EXAMINATIONS. The most recent examination by the Internal Revenue Service of the Company's Federal income tax returns was of the tax returns filed for 1991 and 1992. The statute of limitations has run with respect to all tax years prior to those years. Thus, the Federal income tax returns for the years 1991 and 1992 (due to a waiver of the statute of limitations) and 1993 through 1995 are open for examination. The Internal Revenue Service currently is completing an examination of the Company's Federal income tax returns for 1993 and 1994; management of the Company does not anticipate any material adjustments as a result of these examinations, although there can be no assurances in this regard.

STATE TAXATION

The Company's income is subject to tax by the State of Florida, which has a statutory tax rate of 5.5%, and is determined based on certain apportionment factors. The Company is taxed in New Jersey on income, net of expenses, earned in New Jersey at a statutory rate of 3.0%. No state return of the Company has been examined, and no notification has been received by the Company that any state intends to examine any of its tax returns.

MANAGEMENT

DIRECTORS AND EXECUTIVE OFFICERS

The following tables set forth certain information about the directors and executive officers of the Company. Directors are elected annually and hold office until the earlier of the election and qualification of their successors or their resignation or removal. Executive officers of the Company are elected annually by the Board of Directors and generally serve at the discretion of the Board. There are no arrangements or understandings between the Company and any person pursuant to which such person was elected as a director or executive officer of the Company. Other than William C. Erbey and John R. Erbey, who are brothers, no director or executive officer is related to any other director or executive officer of the Company or any of its subsidiaries by blood, marriage or adoption.

DIRECTORS OF THE COMPANY

NAME	AGE(1)	POSITION	DIRECTOR SINCE
William C. Erbey	47	Chairman, President and Chief Executive Officer	1988
Hon. Thomas F. Lewis	72	Director	1997
W. C. Martin	48	Director	1996
Howard H. Simon	56	Director	1996
Barry N. Wish	54	Chairman, Emeritus	1988

EXECUTIVE OFFICERS WHO ARE NOT DIRECTORS

NAME	AGE(1)	POSITION
John R. Barnes	54	Senior Vice President
Joseph A. Dlutowski	32	Senior Vice President
John R. Erbey	56	Managing Director and Secretary
Robert E. Koe	51	Managing Director
Christine A. Reich	35	Managing Director
Mark S. Zeidman	45	Senior Vice President and Chief Financial Officer

(1) As of March 31, 1997.

The principal occupation for the last five years of each director of the Company, as well as certain other information, is set forth below.

WILLIAM C. ERBEY. Mr. Erbey has served as President and Chief Executive Officer of the Company since January 1988, as Chief Investment Officer of the Company since January 1992 and as Chairman of the Board of the Company since September 1996. Mr. Erbey has served as Chairman of the Board of the Bank since February 1988 and as President and Chief Executive Officer of the Bank since June 1990. From 1983 to 1995, Mr. Erbey served as a Managing General Partner of The Oxford Financial Group ("Oxford"), a private investment company, in charge of merchant banking. From 1975 to 1983, he served at General Electric Capital Corporation ("GECC") in various capacities, most recently as President and Chief Operating Officer of General Electric Mortgage Insurance Corporation, a subsidiary of the General Electric Company engaged in the mortgage insurance business. Mr. Erbey also served as program general manager of GECC's Commercial Financial Services Department and its subsidiary Acquisition Funding Corporation.

HON. THOMAS F. LEWIS. Mr. Lewis served as a United States Congressman, representing the 12th District of Florida from 1983 to 1995. Prior to 1983, Mr. Lewis served in the House and Senate of the Florida State Legislature at various times. Mr. Lewis is a principal of Lewis Properties, Vice President of Marian V. Lewis Real Estate and Investments and a director of T&M Ranch & Nursery. In addition,

Mr. Lewis serves as a United States delegate to the North Atlantic Treaty Organization and as a member of the Presidents Advisory Commission on Global Trade Policies. He also is a member of the Economic Council of Palm Beach County.

W. C. MARTIN. Mr. Martin has served as a director of the Company and the Bank since July 1996 and June 1996, respectively. Since 1982, Mr. Martin has been associated with Holding Capital Group ("HCG") and has been engaged in the acquisition and turnaround of businesses in a broad variety of industries. Since March 1993, Mr. Martin also has served as President and Chief Executive Officer of Solitron Vector Microwave Products, Inc., a company he formed along with other HCG investors to acquire the assets of the former Microwave Division of Solitron Devices, Inc. Prior to 1982, Mr. Martin was a Manager in Touche Ross & Company's Management Consulting Division, and prior to that he held positions in financial management with Chrysler Corporation.

HOWARD H. SIMON. Mr. Simon has served as a director of the Company since July 1996. Mr. Simon is the Managing Director of Simon, Master & Sidlow, P.A., a certified public accounting firm which Mr. Simon founded in 1978 and which is based in Wilmington, Delaware. He has served as a director of the Company since 1987. Mr. Simon is a past Chairman and current member of the Board of Directors of CPA Associates International, Inc. Prior to 1978, Mr. Simon was a Partner of Touche Ross & Company.

BARRY N. WISH. Mr. Wish has served as Chairman, Emeritus of the Company since September 1996, and he previously served as Chairman of the Board of the Company from January 1988 to September 1996. From 1983 to 1995, he served as a Managing General Partner of Oxford, which he founded. From 1979 to 1983, he was a Managing General Partner of Walsh, Greenwood, Wish & Co., a member firm of the New York Stock Exchange. Prior to founding that firm, Mr. Wish was a Vice President and Shareholder of Kidder, Peabody & Co., Inc.

The background for the last five years of each executive officer of the Company who is not a director, as well as certain other information, is set forth below.

JOHN R. BARNES. Mr. Barnes has served as Senior Vice President of the Company and the Bank since May 1994 and served as Vice President of the same from October 1989 to May 1994. Mr. Barnes was a Tax Partner in the firm of Deloitte Haskins & Sells from 1986 to 1989 and in the firm of Arthur Young & Co. from 1979 to 1986. Mr. Barnes was the Partner in Charge of the Cleveland Office Tax Department of Arthur Young & Co. from 1979 to 1984.

JOSEPH A. DLUTOWSKI. Mr. Dlutowski was elected a Senior Vice President of the Company and the Bank in March 1997. Mr. Dlutowski joined the Bank in October 1992 and served as a Vice President from May 1993 until March 1997. From 1989 to 1991, Mr. Dlutowski was associated with the law firm of Baker and Hostetler.

JOHN R. ERBEY. Mr. Erbey has served as a Managing Director of the Company since January 1993 and as Secretary of the Company since June 1989, and served as Senior Vice President of the Company from June 1989 until January 1993. Mr. Erbey has served as a director of the Bank since 1990, as a Managing Director of the Bank since May 1993 and as Secretary of the Bank since July 1989. Previously, he served as Senior Vice President of the Bank from June 1989 until May 1993. From 1971 to 1989 he was a member of the Law Department of Westinghouse Electric Corporation and held various management positions, including Associate General Counsel and Assistant Secretary from 1984 to 1989. Previously, he held the positions of Assistant General Counsel of the Industries and International Group and Assistant General Counsel of the Power Systems Group of Westinghouse.

ROBERT E. KOE. Mr. Koe was elected as a Managing Director of the Company and the Bank on July 1, 1996. Mr. Koe has served as a director of the Bank since 1994. Mr. Koe formerly was Chairman, President and Chief Executive Officer of United States Leather, Inc. ("USL"), which includes Pfister & Vogel Leather, Lackawanna Leather, A.L. Gebhardt and Caldwell/Moser Leather. Prior to joining USL in 1990,

he was Vice Chairman of Heller Financial Inc., and served as a member of the board of its parent company, Heller International Corp. ("Heller"), as well as Heller Overseas Corp. Mr. Koe came to Heller in 1984 from General Electric Capital Corp. ("GECC"), where he held positions which included Vice President and General Manager of Commercial Financial Services, Vice President and General Manager of Commercial Equipment Financing, and President of Acquisition Funding Corp. Before joining GECC, Mr. Koe held various responsibilities with its parent, the General Electric Company, from 1967 to 1975.

CHRISTINE A. REICH. Ms. Reich has served as a Managing Director of the Company since June 1994. Ms. Reich served as Chief Financial Officer of the Company from January 1990 to May 1997, as Senior Vice President of the Company from January 1993 until June 1994 and as Vice President of the Company from January 1990 until January 1993. Ms. Reich has served as a director of the Bank since 1993, as a Managing Director of the Bank since June 1994 and as Chief Financial Officer of the Bank since May 1990. Ms. Reich served as Senior Vice President of the Bank from May 1993 to June 1994 and Vice President of the Bank from January 1990 to May 1993. From 1987 to 1990, Ms. Reich served as an officer of another subsidiary of the Company. Prior to 1987, Ms. Reich was employed by KPMG Peat Marwick LLP, most recently in the position of Manager.

MARK S. ZEIDMAN. Mr. Zeidman joined the Company in May 1997 as Senior Vice President and Chief Financial Officer. From 1986 until May 1997, Mr. Zeidman was employed by Nomura Securities International, Inc., most recently as Managing Director. Prior to 1986, Mr. Zeidman held positions with Shearson Lehman Brothers and Coopers & Lybrand. Mr. Zeidman is a Certified Public Accountant.

MEETINGS OF THE BOARD OF DIRECTORS AND ITS COMMITTEES

The Board of Directors of the Company held a total of three meetings during 1996. No director of the Company attended fewer than 75% of the aggregate total number of meetings of the Board of Directors held while he was a member of the Board of Directors during 1996 and the total number of meetings held by all committees thereof during the period which he served on such committees during 1996.

The Board of Directors of the Company has established an Executive Committee, an Audit Committee and a Nominating and Compensation Committee. A brief description of these committees is set forth below.

The Executive Committee is generally responsible to act on behalf of the Board of Directors on all matters when the full Board of Directors is not in session. Currently, the members of this committee are Directors William C. Erbey (Chairman) and Barry N. Wish. This committee did not meet during 1996.

The Audit Committee of the Board of Directors reviews and advises the Board of Directors with respect to reports by the Company's independent auditors and monitors the Company's compliance with laws and regulations applicable to the Company's operations. Currently, the members of the Audit Committee are Directors Simon (Chairman) and Martin. This committee met one time during 1996.

The Nominating and Compensation Committee evaluates and makes recommendations to the Board of Directors for the election of directors, as well as handles personnel and compensation matters relating to the executive officers of the Company. Currently, the members of the Nominating and Compensation committee are Directors Martin (Chairman) and Simon. This committee met one time during 1996.

BOARD OF DIRECTORS COMPENSATION

Pursuant to a Directors Stock Plan adopted by the Board of Directors and stockholders of the Company in July 1996, the Company compensates directors by delivering a total annual value of \$10,000 payable in shares of Common Stock (which may be prorated for a director serving less than a full one-year term, as in the case of a director joining the Board after an annual meeting of stockholders), subject to review and adjustment by the Board of Directors from time to time. Except for 1996, such payment will be made after the annual organizational meeting of the Board of Directors which follows the annual meeting

of stockholders of the Company. An additional annual fee payable in shares of Common Stock, which is \$2,000 beginning in 1996, subject to review and adjustment by the Board of Directors from time to time, will be paid to committee chairs after the annual organizational meeting of the Board of Directors. For 1996, four directors of the Company and three committee chairs received shares of Common Stock issuable under the Directors Stock Plan upon consummation of the initial public offering of the Common Stock by certain stockholders of the Company on September 25, 1996.

Shares issued pursuant to the Directors Stock Plan are based on their "fair market value" on the date of grant. The term "fair market value" is defined in the Directors Stock Plan to mean the mean of the high and low prices of the Common Stock as reported by the Nasdaq Stock Market's National Market on the relevant date, or if no sale of Common Stock shall have been reported for that day, the average of such prices on the next preceding day and the next following day for which there are reported sales.

Shares issued pursuant to the Directors Stock Plan, other than the committee fee shares, are subject to forfeiture during the 12 full calendar months following election or appointment to the Board of Directors or a committee thereof if the director does not attend an aggregate of at least 75% of all meetings of the Board of Directors and committees thereof of which he is a member during such period.

Barry N. Wish, who served as Chairman of the Board of Directors of the Company until September 1996, and continues to serve as a director of the Company and the Bank received \$150,000 of cash compensation in 1996 for his services to the Company as Chairman. Beginning January 1, 1997, Mr. Wish receives compensation only as a non-employee director of both the Company and the Bank.

REMUNERATION OF EXECUTIVE OFFICERS--SUMMARY COMPENSATION TABLE

The following table discloses compensation received by the Company's chief executive officer and the four other most highly paid directors and executive officers of the Company for the years indicated.

NAME AND POSITION	YEAR	ANNUAL COMPENSATION		LONG-TERM COMPENSATION AWARDS		
		SALARY(\$)	BONUS\$(1)	RESTRICTED STOCK AWARDS\$(2)	NUMBER OF SECURITIES UNDERLYING OPTIONS(3)(5)	ALL OTHER COMPENSATION
William C. Erbey, Chairman of the Board, Chief Executive Officer and President	1996	\$ 150,000	\$ 650,000	12,0\$00	115,790	\$3,000(4)
	1995	150,000	--	--	--	3,000(4)
	1994	150,000	1,171,675	--	269,400	3,000(4)
John R. Erbey, Managing Director and Secretary	1996	150,000	525,000	--	89,474	3,000(4)
	1995	150,000	50,000	--	44,500	3,000(4)
	1994	150,000	800,000	--	175,970	3,000(4)
Robert E. Koe, Managing Director	1996	75,000(5)	250,000(5)	--	31,579(5)	7,973(5)
Christine A. Reich, Managing Director and Chief Financial Officer	1996	150,000	487,500	--	81,579	3,000(4)
	1995	150,000	50,000	--	44,500	3,000(4)
	1994	147,917	487,500	--	97,410	3,000(4)
John R. Barnes Senior Vice President	1996	125,000	212,500	--	23,684	3,000(4)
	1995	125,000	100,000	--	22,240	3,000(4)
	1994	113,542	206,250	--	26,720	3,000(4)

(1) The indicated bonuses were paid in the first quarter of the following year for services rendered in the year indicated.

(2) Reflects the issuance of 801 shares of Common Stock to Mr. Erbey under the Directors Stock Plan.

- (3) Consists of options granted pursuant to the Stock Option Plan which, in accordance with their terms, provide recipients with the option to purchase shares of Common Stock.
- (4) Consists of contributions by the Company pursuant to the Ocwen Financial Corporation 401(k) Savings Plan.
- (5) The indicated compensation amounts are applicable to the period of July 1, 1996 through December 31, 1996, the period during which Mr. Koe served as a Managing Director. Mr. Koe received other compensation of \$7,943 related to reimbursement of relocation expenses as well as \$7,000 in director fees related to the period from January 1, 1996 through June 30, 1996, during which Mr. Koe served as a director of the Bank but not as an employee of the Company.

ANNUAL INCENTIVE PLAN

Since 1990, the Company has maintained an annual incentive plan for the management and other salaried employees of the Company and its subsidiaries. The plan provides the participants with bonuses each year paid from a pool based upon the Company's consolidated operating income for that year. Accordingly, the plan provides management and other personnel with a significant incentive to contribute to the Company's financial success by allowing them to share in a portion of the consolidated operating income of the Company and its subsidiaries.

The aggregate bonus pool payable under the plan may not exceed 20% of income before taxes and incentive awards of the Company plus pre-tax equivalent income generated by tax advantaged investments. The plan is administered by the President of the Company and may be amended or terminated at any time by the Board of Directors of the Company.

Incentive awards are paid to participants following the end of each fiscal year after the determination of the Company's income. Incentive awards may be paid in cash or in any other form approved by the Company's Board of Directors. Since 1990, certain executive officers and other eligible participants have received a portion of their annual incentive award in the form of options to acquire Common Stock of the Company pursuant to the Stock Option Plan.

STOCK OPTION PLAN

The Company maintains a non-qualified stock option plan which is designed to advance the interests of the Company, its subsidiaries (including the Bank) and the Company's stockholders by affording certain officers and other key employees of the Company, the Bank and other Company subsidiaries an opportunity to acquire or increase their proprietary interests in the Company by granting such persons options to acquire Common Stock. A total of 6,388,550 shares of Common Stock were authorized for issuance at December 31, 1996 under the Stock Option Plan. As of December 31, 1996, options to acquire 260,090 shares of Common Stock were outstanding under the Stock Option Plan. In addition, options to acquire 573,686 shares of Common Stock were granted in January 1997 for services rendered in 1996. Options granted pursuant to the Stock Option Plan frequently have had exercise prices which are at a substantial discount to the book value and market value of the Common Stock. At December 31, 1996, the average exercise price of the outstanding options granted under the Stock Option Plan was \$16.89 and the market value per share of Common Stock was \$26.75.

The Stock Option Plan currently is administered and interpreted by either the Board of Directors of the Company or, to the extent authority is delegated, the Nominating and Compensation Committee thereof.

OPTION GRANTS FOR 1996

The following table provides information relating to option grants made pursuant to the Stock Option Plan in January 1997 to the individuals named in the Summary Compensation Table for services rendered in 1996.

INDIVIDUAL GRANTS							POTENTIAL REALIZABLE VALUE AT ASSUMED RATES OF STOCK PRICE APPRECIATION FOR OPTION TERM(3) ----- 0%(\$)
NAME	NUMBER OF SECURITIES UNDERLYING OPTIONS GRANTED#(1)(2)	PERCENT OF SECURITIES UNDERLYING TOTAL OPTIONS GRANTED TO EMPLOYEES(2)	EXERCISE PRICE (\$/SH)	MARKET VALUE PER SHARE OF THE COMPANY COMMON STOCK AT DECEMBER 31, 1996	EXPIRATION DATE		
William C. Erbey.....	115,790	20.2%	\$ 22.00	\$ 26.75	2007		\$ 550,000
John R. Erbey.....	89,474	15.6	22.00	26.75	2007		425,000
Robert E. Koe.....	31,579	5.5	22.00	26.75	2007		150,000
Christine A. Reich.....	81,579	14.2	22.00	26.75	2007		387,500
John R. Barnes.....	23,684	4.1	22.00	26.75	2007		112,500

NAME	5%(\$)	10%(\$)
William C. Erbey.....	\$2,497,590	\$5,486,130
John R. Erbey.....	1,929,954	4,239,278
Robert E. Koe.....	681,159	1,496,213
Christine A. Reich.....	1,759,659	3,865,213
John R. Barnes.....	510,864	1,122,148

(1) All options are to purchase shares of Common Stock and vest and become exercisable in January 1998.

(2) Indicated grants were made in January 1997 for services rendered in 1996. The percentage of securities underlying these options to the total number of securities underlying all options granted to employees of the Company is based on options to purchase a total of 573,686 shares of Common Stock granted to employees of the Company under the Stock Option Plan in January 1997.

(3) Assumes future prices of shares of Common Stock of \$26.75, \$43.57 and \$69.38 at compounded rates of return of 0%, 5% and 10%, respectively.

AGGREGATED OPTION EXERCISES IN 1996 AND YEAR-END OPTION VALUES

The following table provides information relating to option exercises in 1996 by the individuals named in the Summary Compensation Table and the value of each such individual's unexercised options at December 31, 1996.

NAME	NUMBER OF SHARES ACQUIRED ON EXERCISE	VALUE REALIZED	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT		VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT	
			EXERCISABLE	UNEXERCISABLE	EXERCISABLE	UNEXERCISABLE
			DECEMBER 31, 1996(1)	DECEMBER 31, 1996(1)	DECEMBER 31, 1996(2)	DECEMBER 31, 1996(2)
William C. Erbey.....	924,640	\$ 5,121,525	--	115,790	\$ --	\$ 550,003
John R. Erbey.....	747,880	4,116,767	44,500	89,474	934,055	425,002
Robert E. Koe.....	--	--	--	31,579	--	150,000
Christine A. Reich.....	222,650	1,151,863	44,500	81,579	934,055	387,500
John R. Barnes.....	83,250	438,509	22,150	23,684	464,929	112,499

(1) All options are to purchase shares of Common Stock and were granted pursuant to the Stock Option Plan. Options listed as "exercisable" include options granted in January 1996 which became exercisable in January 1997, and options listed as "unexercisable" consist of options granted in January 1997 which become exercisable in January 1998.

(2) Based on the \$26.75 market value of a share of Common Stock at December 31, 1996.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

At December 31, 1996, the Company held a residential mortgage loan with an interest rate of 8.5% which was made by the Company to Howard H. Simon, a director of the Company. The principal balance of this loan amounted to \$116,484 at December 31, 1996, and the highest principal balance of this loan during 1996 was \$131,150. The principal balance of this loan amounted to \$108,000 at June 30, 1997.

From time to time the Company raises funds by privately issuing short-term notes to its stockholders. In 1996, the Company had a maximum of \$7.6 million of such short-term notes outstanding, including \$1.0 million and \$250,000 which were held by William C. Erbey and John R. Erbey (or their affiliates), respectively. All of such short-term notes had interest rates of 10.5% per annum and were repaid in full in November 1996.

In September 1996, the Company loaned \$6.7 million to certain of its and the Bank's current and former officers and directors to fund their exercise of vested stock options to purchase an aggregate of 2,713,660 shares of Common Stock, including 924,640 shares, 175,970 shares, 747,880 shares, 222,650 shares and 83,250 shares acquired by William C. Erbey, Barry N. Wish, John R. Erbey, Christine A. Reich and John R. Barnes, respectively, who issued notes to the Company in the amount \$2.2 million, \$423,000, \$1.8 million, \$583,000 and \$263,000, respectively. The aggregate amount of the foregoing indebtedness outstanding at December 31, 1996 amounted to \$3.8 million, including \$1.2 million, \$0, \$1.6 million, \$583,000 and \$263,000 in the case of William C. Erbey, Barry N. Wish, John R. Erbey, Christine A. Reich and John R. Barnes, respectively. Such notes bear interest at 10.5% per annum, are payable in two equal installments on March 1, 1998 and March 1, 1999 and are secured by the related shares of Common Stock. At the time of the issuance of the foregoing notes, the Company also agreed to loan the issuers thereof up to an additional \$1.7 million to fund the payment of additional taxes owed in connection with the exercise of the above-referenced stock options, including \$594,000, \$478,000 and \$134,000 in the case of William C. Erbey, John R. Erbey and Christine A. Reich, respectively. Notes in these amounts were issued by these persons in April 1997 and have the same terms as the above-referenced notes. At June 30, 1997, the aggregate amount of the indebtedness of William C. Erbey, Barry N. Wish, John R. Erbey, Christine A. Reich and John R. Barnes under the above-discussed notes was \$0, \$0, \$1.7 million, \$717,000 and \$263,000, respectively.

BENEFICIAL OWNERSHIP OF COMMON STOCK

The following table sets forth certain information regarding the beneficial ownership of the Common Stock as of the date indicated by (i) each director and named executive officer of the Company, (ii) all directors and current executive officers of the Company as a group and (iii) all persons known by the Company to own beneficially 5% or more of the outstanding Common Stock. The table is based upon information supplied to the Company by directors, officers and principal stockholders. Other than Mr. Harold Price, whose address is 2450 Presidential Way, #1806, West Palm Beach, Florida 33401, the address for each of the individuals named below is the same as that of the Company.

NAME OF BENEFICIAL OWNER	SHARES BENEFICIALLY OWNED AS OF MARCH 31, 1997	
	AMOUNT(1)	PERCENT(1)
Harold Price.....	1,720,928(2)	6.4%
Directors and executive officers:		
William C. Erbey.....	9,853,671(3)	36.8%
Barry N. Wish.....	5,054,117(4)	18.9%
Hon. Thomas F. Lewis.....	--	*
W.C. Martin.....	2,501(5)	*
Howard H. Simon.....	801	*
John R. Barnes.....	94,400(6)	*
John R. Erbey.....	1,020,980(7)	3.8%
Robert E. Koe.....	40,350(8)	*
Christine A. Reich.....	267,150(9)	1.0%
All directors, nominees for director and executive officers as a group (11 persons).....	16,356,940 (10)	60.8%

* Less than 1%

- (1) For purposes of this table, pursuant to rules promulgated under the Exchange Act an individual is considered to beneficially own any shares of Common Stock if he or she directly or indirectly has or shares: (i) voting power, which includes the power to vote or to direct the voting of the shares, or (ii) investment power, which includes the power to dispose or direct the disposition of the shares. Unless otherwise indicated, (i) an individual has sole voting power and sole investment power with respect to the indicated shares and (ii) individual holdings amount to less than 1% of the outstanding shares of Common Stock.
- (2) Includes 1,436,990 shares held by HAP Investment Partnership, the partners of which are Harold Price and his spouse. Mr. and Mrs. Price share voting and dispositive power with respect to the shares owned by HAP Investment Partnership. Also includes 283,938 shares held by Mr. Price as nominee for various trusts for the benefit of members of his family.
- (3) Includes 6,848,790 shares held by FF Plaza Partners, a Delaware partnership of which the partners are William C. Erbey, his spouse, E. Elaine Erbey, and Delaware Permanent Corporation, a corporation wholly owned by William C. Erbey. Mr. and Mrs. William C. Erbey share voting and dispositive power with respect to the shares owned by FF Plaza Partners. Also includes 3,004,080 shares held by Erbey Holding Corporation, a corporation wholly owned by William C. Erbey.
- (4) Includes 4,807,480 shares held by Wishco, Inc., a corporation controlled by Barry N. Wish pursuant to his ownership of 93.0% of the common stock thereof; 175,970 shares held by B.N.W. Partners, a Delaware partnership of which the partners are Mr. Wish and B.N.W., Inc., a corporation wholly owned by Mr. Wish; and 70,000 shares held by the Barry Wish Family Foundation, Inc., a charitable foundation of which Mr. Wish is a director.

- (5) Includes 1,700 shares held by Martin & Associates Management Consultants Inc. Defined Contribution Pension Plan & Trust.
- (6) Includes 83,250 shares held by a partnership controlled by Mr. Barnes. Also includes options to acquire 11,150 shares of Common Stock which were exercisable at or within 60 days of March 31, 1997.
- (7) Includes 953,665 shares held by John R. Erbey Family Limited Partnership, a Georgia limited partnership whose general partner is a corporation wholly owned by John R. Erbey and whose limited partners consists of John R. Erbey, his spouse and children. Also includes options to acquire 44,500 shares of Common Stock which were exercisable at or within 60 days of March 31, 1997.
- (8) Does not include 5,050 shares held by Mr. Koe's son and daughter.
- (9) Includes 222,650 shares held by CPR Family Limited Partnership, a Georgia limited partnership whose general partner is a corporation wholly owned by Christine A. Reich and whose limited partners are Christine A. Reich and her spouse. Also includes options to acquire 44,500 shares of Common Stock which were exercisable at or within 60 days of March 31, 1997.
- (10) Includes options to acquire 102,690 shares of Common Stock which were exercisable at or within 60 days of March 31, 1997.

DESCRIPTION OF CAPITAL SECURITIES

Pursuant to the terms of the Declaration, the Regular Trustees on behalf of the Trust will issue the Capital Securities and the Common Securities. The Capital Securities will represent undivided beneficial ownership interests in the assets of the Trust and the holders thereof will be entitled to a preference in certain circumstances with respect to Distributions and amounts payable on redemption or liquidation over the Common Securities, as well as other benefits as described in the Declaration. This summary of certain provisions of the Capital Securities and the Declaration does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Declaration, including the definitions therein of certain terms, and the Trust Indenture Act. Wherever particular defined terms of the Declaration (as supplemented or amended from time to time) are referred to herein, the definitions of such defined terms are incorporated herein by reference.

GENERAL

The Capital Securities will rank PARI PASSU, and payments will be made thereon pro rata, with the Common Securities except as described under "--Subordination of Common Securities." Legal title to the Junior Subordinated Debentures will be held by the Property Trustee in trust for the benefit of the holders of the Capital Securities and the Common Securities. The Guarantee executed by the Company for the benefit of the holders of the Capital Securities will be a guarantee on a subordinated basis with respect to the Capital Securities but will not guarantee payment of Distributions or amounts payable on redemption or liquidation of the Capital Securities when the Trust does not have sufficient funds available to make such payments. See "Description of Guarantee." In such event, a holder of Capital Securities may vote to direct the Property Trustee to enforce the Property Trustee's rights under the Junior Subordinated Debentures. See "--Voting Rights; Amendment of the Declaration" below. In addition, the holder of Capital Securities may, in certain circumstances, institute a direct action against the Company for payment. See "Description of Junior Subordinated Debentures--Enforcement of Certain Rights by Holders of Capital Securities." The Company's obligations under the Guarantee, taken together with its obligations under the Junior Subordinated Debentures and the Indenture, including its obligation to pay all costs, expenses and liabilities of the Trust (other than with respect to the Capital Securities and the Common Securities), constitute a full and unconditional guarantee of all of the Trust's obligations under the Capital Securities.

Holders of the Capital Securities have no preemptive or similar rights.

DISTRIBUTIONS

Distributions on each Capital Security will be payable at the annual rate of % of the liquidation amount of \$1,000, payable semi-annually in arrears on and of each year. Distributions will accumulate from , 1997, the date of original issuance, and commence on , 1997. The amount of Distributions payable for any period will be computed on the basis of a 360-day year of twelve 30-day months.

Distributions on the Capital Securities must be paid on the dates payable to the extent that the Trust has funds available for the payment of such Distributions. The revenue of the Trust available for distribution to holders of its Capital Securities will be limited to payments under the Junior Subordinated Debentures in which the Trust will invest the proceeds from the issuance and sale of the Capital Securities and the Common Securities. See "Description of Junior Subordinated Debentures." If the Company does not make interest payments on the Junior Subordinated Debentures, the Property Trustee will not have funds available to pay Distributions on the Capital Securities.

The Company will have the right under the Indenture to defer the payment of interest on the Junior Subordinated Debentures at any time or from time to time for a period not exceeding 10 consecutive semi-annual periods (each, an "Extension Period"), provided that no Extension Period may extend beyond the Stated Maturity of the Junior Subordinated Debentures. As a consequence of any such extension, semi-

annual Distributions on the Capital Securities will be deferred by the Trust during any such Extension Period. Accordingly, there could be multiple Extension Periods of varying lengths throughout the term of the Junior Subordinated Debentures. Distributions to which holders of the Capital Securities are entitled will accumulate and compound semi-annually at the rate (to the extent permitted by applicable law) per annum of % thereof from the relevant payment date for such Distributions. The term "Distributions" as used herein shall include any such compounded amounts unless the context otherwise requires. During any such Extension Period, the Company may not, and may not permit any subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company that rank PARI PASSU with or junior to the Junior Subordinated Debentures or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks PARI PASSU with or junior in interest to the Junior Subordinated Debentures (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock, (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans). Prior to the termination of any such Extension Period, the Company may further extend the Extension Period, provided that no Extension Period may exceed 10 consecutive semi-annual periods or extend beyond the Stated Maturity of the Junior Subordinated Debentures. Upon the termination of any such Extension Period and the payment of all amounts then due on any Interest Payment Date, the Company may elect to begin a new Extension Period, subject to the foregoing requirements. See "Description of the Junior Subordinated Debentures--Option to Extend Interest Payment Period." The Company has no current intention of exercising its right to defer payments of interest by extending the interest payment period of the Junior Subordinated Debentures.

In the event that any date on which Distributions are payable on the Capital Securities is not a Business Day, then payment of the Distributions payable on such date will be made on the next succeeding day that is a Business Day (and without any additional Distributions or other payment in respect of any such delay), except that if such next succeeding Business Day falls in the next calendar year, then such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on the date such payment was originally payable (each date on which Distributions are payable in accordance with the foregoing, a "Distribution Date"). A "Business Day" shall mean any day other than a Saturday or a Sunday, or a day on which banking institutions in The City of New York are authorized or required by law or executive order to remain closed or a day on which the corporate trust office of the Property Trustee or the Indenture Trustee (as defined herein) is closed for business.

Distributions on the Capital Securities (other than distributions on a Redemption Date) will be payable to the holders thereof as they appear on the register of the Trust on the relevant record dates, which shall be the 15th day of the month prior to the relevant Distribution Date. Distributions payable on any Capital Securities that are not punctually paid on any Distribution Date will cease to be payable to the person in whose name such Capital Securities are registered on the relevant record date, and such defaulted Distribution will instead be payable to the person in whose name such Capital Securities are registered on the special record date or other specified date determined in accordance with the Declaration.

REDEMPTION

MANDATORY REDEMPTION. Unless a Special Event has occurred, the Capital Securities will not be redeemable prior to _____, 2007. Upon the repayment or redemption, in whole or in part, of the Junior Subordinated Debentures, whether at Stated Maturity or upon earlier redemption as provided in the Indenture, the proceeds from such repayment or redemption shall be applied by the Property Trustee to redeem Capital Securities and Common Securities on a pro rata basis, upon not less than 30 nor more than 60 days notice prior to the date fixed for repayment or redemption. If less than all of the Junior Subordinated Debentures are to be repaid or redeemed on a Redemption Date, then the proceeds from such repayment or redemption shall be allocated to the redemption pro rata of the Capital Securities and the Common Securities.

SPECIAL EVENT REDEMPTION OR DISTRIBUTION OF JUNIOR SUBORDINATED DEBENTURES. If a Special Event shall occur and be continuing, the Company will have the right, subject to the receipt of any necessary prior regulatory approval, to either (i) redeem within 90 days following the occurrence of such Special Event the Junior Subordinated Debentures outstanding on the date of redemption (the "Redemption Date") in whole (but not in part) at a redemption price with respect to the Capital Securities equal to the Special Event Redemption Price (which is equal to the Special Event Prepayment Price (as defined herein) in respect of the Junior Subordinated Debentures) or (ii) dissolve the Trust within 90 days following the occurrence of such Special Event and, after satisfaction of the claims of creditors of the Trust as provided by applicable law, cause the Junior Subordinated Debentures to be distributed to the holders of the Capital Securities in liquidation of the Trust. Under current United States federal income tax law and interpretations thereof and assuming, as expected, the Trust is treated as a grantor trust, a distribution of the Junior Subordinated Debentures should not be a taxable event to holders of the Capital Securities. Should there be a change in law, a change in legal interpretation, certain Tax Events or other circumstances, however, the distribution could be a taxable event to holders of the Capital Securities. See "Certain United States Federal Income Tax Consequences--Distribution of Junior Subordinated Debentures or Cash Upon Liquidation of the Trust."

If the Company does not elect either option described above, the Capital Securities will remain outstanding until the repayment of the Junior Subordinated Debentures whether at Stated Maturity or their earlier redemption, and in the event a Tax Event has occurred and is continuing, the Company will be obligated to pay any additional taxes, duties, assessments and other governmental charges (other than withholding taxes) to which the Trust has become subject as a result of a Tax Event.

"Special Event" means a Tax Event, Regulatory Capital Event or an Investment Company Event. "Tax Event" means the receipt by the Trust of an opinion of counsel experienced in such matters to the effect that, as a result of any amendment to, change in or announced proposed change in the laws (or any regulations thereunder) of the United States or any political subdivision or taxing authority thereof or therein, or as a result of any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations, which amendment or change is adopted or which proposed change, pronouncement or decision is announced on or after the date of original issuance of the Capital Securities under the Declaration, there is more than an insubstantial risk that (i) the Trust is, or will be within 90 days of the date of such opinion, subject to United States federal income tax with respect to income received or accrued on the Junior Subordinated Debentures, (ii) interest payable by the Company on such Junior Subordinated Debentures is not, or within 90 days of the date of such opinion, will not be, deductible by the Company, in whole or in part, for United States federal income tax purposes, or (iii) the Trust is, or will be within 90 days of the date of such opinion, subject to more than a DE MINIMIS amount of other taxes, duties or other governmental charges. "Regulatory Capital Event" means that the Company shall have received an opinion of independent bank regulatory counsel experienced in such matters to the effect that, as a result of (a) any amendment to or change (including any announced prospective change) in the laws (or any regulations thereunder) of the United States or any rules, guidelines or policies of the appropriate regulatory authorities or (b) any official administrative pronouncement or judicial decision interpreting or

applying such laws or regulations, which amendment or change is effective or such pronouncement or decision is announced on or after the date of original issuance of the Capital Securities, the Capital Securities do not constitute, or within 90 days of the date thereof, will not constitute Tier I capital or its then equivalent, applied as if the Company or its successor were a bank holding company (as that concept is used in the guidelines or regulations issued by the Board of Governors of the Federal Reserve System (as then in effect)); provided, however, that the distribution of the Junior Subordinated Debentures in connection with the liquidation of the Trust by the Company shall not in and of itself constitute a Regulatory Capital Event unless such liquidation shall have occurred in connection with a Tax Event or an Investment Company Event. "Investment Company Event" means the receipt by the Trust of an opinion of counsel, rendered by a law firm experienced in such matters to the effect that, as a result of the occurrence of a change in law or regulation or a change in interpretation or application of law or regulation by any legislative body, court, governmental agency or regulatory authority (a "Change in 1940 Act Law"), the Trust is or will be considered an "investment company" that is required to be registered under the Investment Company Act of 1940, as amended ("Investment Company Act"), which Change in 1940 Act Law becomes effective on or after the date of original issuance of the Capital Securities.

REDEMPTION PROCEDURES

Capital Securities redeemed on each Redemption Date shall be redeemed at the redemption price in respect of the Junior Subordinated Debentures (the "Redemption Price") with the applicable proceeds from the contemporaneous redemption or payment at Stated Maturity of the Junior Subordinated Debentures. Redemptions of the Capital Securities shall be made and the Redemption Price shall be payable on each Redemption Date only to the extent that the Trust has sufficient funds available for the payment of such Redemption Price. See also "--Subordination of Common Securities."

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each holder of Capital Securities to be redeemed at its registered address. If the Trust gives a notice of redemption in respect of the Capital Securities, then, by 12:00 noon, New York City time, on the Redemption Date, to the extent funds are available, the Property Trustee will deposit irrevocably with The Depository Trust Company ("DTC") or its nominee funds sufficient to pay the applicable Redemption Price and will give DTC irrevocable instructions and authority to pay the Redemption Price to the holders of the Capital Securities. See "--Book-Entry Issuance." If any Capital Securities are no longer in book-entry form, the Trust, to the extent funds are available, will irrevocably deposit with the paying agent for the Capital Securities funds sufficient to pay the applicable Redemption Price and will give the paying agent irrevocable instructions and authority to pay the Redemption Price to the holders thereof upon surrender of their certificates evidencing the Capital Securities. Notwithstanding the foregoing, Distributions payable on or prior to the Redemption Date for any Capital Security called for redemption shall be payable to the holders of such Capital Security on the relevant record dates for the related Distribution Dates. If notice of redemption shall have been given and funds deposited as required, then upon the date of such deposit, all rights of the holders of such Capital Securities so called for redemption will cease, except the right of the holders of such Capital Securities to receive the Redemption Price, but without interest on such Redemption Price, and such Capital Securities will cease to be outstanding. In the event that any date fixed for redemption of Capital Securities is not a Business Day, then payment of the Redemption Price payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately preceding Business Day, in each case with the same force and effect as if made on the date such payment was originally payable. In the event that payment of the Redemption Price in respect of Capital Securities called for redemption is improperly withheld or refused and not paid either by the Trust or by the Company pursuant to the Guarantee as described under "Description of Guarantee," Distributions on such Capital Securities will continue to accrue at the then applicable rate, from the Redemption Date originally established by the

Trust for the Capital Securities to the date such Redemption Price is actually paid, in which case the actual payment date will be the date fixed for redemption for purposes of calculating the Redemption Price.

Subject to applicable law (including, without limitation, United States federal securities law), the Company or its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

The Trust may not redeem fewer than all of the outstanding Capital Securities unless all accrued and unpaid Distributions have been paid on all Capital Securities for all semi-annual distribution periods terminating on or prior to the date of redemption. If less than all of the Capital Securities and Common Securities issued by the Trust are to be redeemed on a Redemption Date, then the aggregate amount of such Capital Securities and Common Securities to be redeemed shall be allocated pro rata among the Capital Securities and the Common Securities. If the Capital Securities are in book-entry form, they will be redeemed as described below under "--Book-Entry Issuance." If not, the particular Capital Securities to be redeemed shall be selected on a pro rata basis not more than 60 days prior to the Redemption Date by the Property Trustee from the outstanding Capital Securities not previously called for redemption, by such method as the Property Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to \$1,000 or an integral multiple of \$1,000 in excess thereof) of the liquidation amount of Capital Securities of a denomination larger than \$1,000. The Property Trustee shall promptly notify the Trust registrar in writing of the Capital Securities selected for redemption and, in the case of any Capital Security selected for partial redemption, the liquidation amount thereof to be redeemed. For all purposes of the Declaration, unless the context otherwise requires, all provisions relating to the redemption of Capital Securities shall relate, in the case of any Capital Security redeemed or to be redeemed only in part, to the portion of the aggregate liquidation amount of Capital Securities which has been or is to be redeemed.

SUBORDINATION OF COMMON SECURITIES

Payment of Distributions on, and the Redemption Price of, the Capital Securities and the Common Securities, as applicable, shall be made pro rata based on the liquidation amount of such Capital Securities and Common Securities; provided, however, that if on any Distribution Date or Redemption Date an Indenture Event of Default (as defined herein) shall have occurred and be continuing, no payment of any Distribution on, or Redemption Price of, any of the Common Securities, and no other payment on account of the redemption, liquidation or other acquisition of such Common Securities, shall be made unless payment in full in cash of all accumulated and unpaid Distributions on all of the outstanding Capital Securities for all Distribution periods terminating on or prior thereto, or in the case of payment of the Redemption Price the full amount of such Redemption Price on all of the outstanding Capital Securities then called for redemption, shall have been made or provided for, and all funds available to the Property Trustee shall first be applied to the payment in full in cash of all Distributions on, or Redemption Price of, the Capital Securities then due and payable.

LIQUIDATION DISTRIBUTION UPON DISSOLUTION

Pursuant to the Declaration, the Trust shall automatically dissolve upon expiration of its term and shall dissolve on the first to occur of: (i) certain events of bankruptcy, dissolution or liquidation of the Company; (ii) the distribution of the Junior Subordinated Debentures to the holders of the Capital Securities and Common Securities; (iii) the repayment of all of the Capital Securities in connection with the maturity or redemption of all of the Junior Subordinated Debentures; and (iv) the entry by a court of competent jurisdiction of an order for the dissolution of the Trust.

If an early dissolution occurs as described in clause (i), (ii) or (iv) above, the Trust shall be liquidated by the Trustees as expeditiously as the Trustees determine to be possible by distributing, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, to the holders of the Capital Securities and Common Securities their pro rata interest in the Junior Subordinated Debentures, unless such distribution is determined by the Property Trustee not to be practicable, in which event such holders will be

entitled to receive out of the assets of the Trust available for distribution to holders, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, an amount equal to, in the case of holders of Capital Securities, the aggregate of the liquidation amount plus accrued and unpaid Distributions thereon to the date of payment (such amount being the "Liquidation Distribution"). If such Liquidation Distribution can be paid only in part because the Trust has insufficient assets available to pay in full the aggregate Liquidation Distribution, then the amounts payable directly by the Trust on the Capital Securities shall be paid on a pro rata basis. The holder(s) of the Common Securities will be entitled to receive distributions upon any such liquidation pro rata with the holders of the Capital Securities, except that if an Indenture Event of Default has occurred and is continuing, the Capital Securities shall have a priority over the Common Securities.

After the liquidation date is fixed for any distribution of Junior Subordinated Debentures to holders of the Capital Securities (i) the Capital Securities will no longer be deemed to be outstanding, (ii) DTC or its nominee, as a record holder of Capital Securities, will receive a registered global certificate or certificates representing the Junior Subordinated Debentures to be delivered upon such distribution and (iii) any certificates representing Capital Securities held in certificated form will be deemed to represent Junior Subordinated Debentures having a principal amount equal to the liquidation amount of such Capital Securities, and bearing accrued and unpaid interest in an amount equal to the accrued and unpaid Distributions on such Capital Securities, until such certificates are presented for cancellation, whereupon the Company will issue to such holder, and the Indenture Trustee will authenticate, a certificate representing such Junior Subordinated Debentures.

TRUST ENFORCEMENT EVENTS

An Indenture Event of Default constitutes a Trust Enforcement Event under the Declaration with respect to the Trust Securities, provided that pursuant to the Declaration, the holder of the Common Securities will be deemed to have waived any Trust Enforcement Event with respect to the Common Securities until all Trust Enforcement Events with respect to the Capital Securities have been cured, waived or otherwise eliminated. Until such Trust Enforcement Event with respect to the Capital Securities has been so cured, waived or otherwise eliminated, the Property Trustee will be deemed to be acting solely on behalf of the holders of the Capital Securities and only the holders of the Capital Securities will have the right to direct the Property Trustee with respect to certain matters under the Declaration, and therefore the Indenture.

Upon the occurrence of a Trust Enforcement Event, the Indenture Trustee (as defined herein) or the Property Trustee as the holder of the Junior Subordinated Debentures will have the right under the Indenture to declare the principal of and interest on the Junior Subordinated Debentures to be immediately due and payable. Each of the Company and the Trust is required to file annually with the Property Trustee an officer's certificate as to its compliance with all conditions and covenants under the Declaration. If the Property Trustee fails to enforce its rights with respect to the Junior Subordinated Debentures held by the Trust, any record holder of Capital Securities may, to the fullest extent permitted by applicable law, institute legal proceedings directly against the Company to enforce the Property Trustee's rights under such Junior Subordinated Debentures without first instituting any legal proceedings against such Property Trustee or any other person or entity. In addition, if a Trust Enforcement Event has occurred and is continuing and such event is attributable to the failure of the Company to pay interest, principal or other required payments on the Junior Subordinated Debentures issued to the Trust on the date such interest, principal or other payment is otherwise payable, then a record holder of Capital Securities may, on or after the respective due dates specified in the Junior Subordinated Debentures, institute a proceeding directly against the Company for enforcement of payment on Junior Subordinated Debentures having a principal amount equal to the aggregate liquidation amount of the Capital Securities held by such holder (a "Direct Action"). In connection with such Direct Action, the Company will be subrogated to the rights of such record holder of Capital Securities to the extent of any payment made by the Company to such record holder of Capital Securities.

VOTING RIGHTS; AMENDMENT OF THE DECLARATION

Except as provided below and under "Description of Guarantee--Amendments and Assignment" and as otherwise required by law and the Declaration, the holders of the Capital Securities will have no voting rights.

So long as any Junior Subordinated Debentures are held by the Property Trustee, the Trustees shall not (i) direct the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee or executing any trust or power conferred on the Property Trustee with respect to such Junior Subordinated Debentures, (ii) waive any past default that is waivable under the Indenture, (iii) exercise any right to rescind or annul a declaration that the principal of all the Junior Subordinated Debentures shall be due and payable or (iv) consent to any amendment, modification or termination of the Indenture or such Junior Subordinated Debentures, where such consent shall be required, without, in each case, obtaining the prior approval of the holders of a majority in aggregate liquidation amount of all outstanding Capital Securities; provided, however, that where a consent under the Indenture would require the consent of each holder of Junior Subordinated Debentures affected thereby, no such consent shall be given by the Property Trustee without the prior consent of each holder of Capital Securities. The Trustees shall not revoke any action previously authorized or approved by a vote of the holders of the Capital Securities except pursuant to a subsequent vote of the holders of the Capital Securities. The Property Trustee shall notify each holder of record of the Capital Securities of any notice of default which it receives with respect to the Junior Subordinated Debentures. In addition to obtaining the foregoing approvals of the holders of the Capital Securities, prior to taking any of the foregoing actions, the Trustees shall receive an opinion of counsel experienced in such matters to the effect that the Trust will not be classified as other than a grantor trust for United States federal income tax purposes on account of such action.

The Declaration may be amended from time to time by the Company and a majority of the Regular Trustees (and in certain circumstances the Property Trustee and the Delaware Trustee), without the consent of the holders of the Capital Securities, (i) to cure any ambiguity, correct or supplement any provisions in the Declaration that may be inconsistent with any other provision, or to make any other provisions with respect to matters or questions arising under the Declaration that shall not be inconsistent with the other provisions of the Declaration, (ii) to add to the covenants, restrictions or obligations of the Company or (iii) to modify, eliminate or add to any provisions of the Declaration to such extent as shall be necessary to ensure that the Trust will be classified as a grantor trust for United States federal income tax purposes at all times that any Capital Securities and Common Securities are outstanding or to ensure that the Trust will not be required to register as an "investment company" under the Investment Company Act, provided, however, that such action shall not adversely affect in any material respect the interests of any holder of Capital Securities or Common Securities, and any amendments of the Declaration shall become effective when notice thereof is given to the holders of Capital Securities and Common Securities. The Declaration may be amended by the Company and a majority of the Regular Trustees with (i) the consent of holders representing not less than a majority (based upon liquidation amounts) of the outstanding Capital Securities and Common Securities and (ii) receipt by the Regular Trustees of an opinion of counsel to the effect that such amendment or the exercise of any power granted to the Regular Trustees in accordance with such amendment will not affect the Trust's status as a grantor trust for United States federal income tax purposes or the Trust's exemption from status of an "investment company" under the Investment Company Act, provided, further that without the consent of each holder of Capital Securities and Common Securities affected thereby, the Declaration may not be amended to (i) change the amount or timing of any Distribution on the Capital Securities and Common Securities or otherwise adversely affect the amount of any Distribution required to be made in respect of the Capital Securities and Common Securities as of a specified date or (ii) restrict the right of a holder of Capital Securities or Common Securities to institute suit for the enforcement of any such payment on or after such date.

Any required approval of holders of Capital Securities may be given at a meeting of holders of Capital Securities convened for such purpose or pursuant to written consent. The Regular Trustees will cause a

notice of any meeting at which holders of Capital Securities are entitled to vote, or of any matter upon which action by written consent of such holders is to be taken, to be given to each holder of record of Capital Securities in the manner set forth in the Declaration.

No vote or consent of the holders of Capital Securities will be required for the Trust to redeem and cancel its Capital Securities in accordance with the Declaration.

Notwithstanding that holders of Capital Securities are entitled to vote or consent under any of the circumstances described above, any of the Capital Securities that are owned by the Company, the Trustees or any affiliate of the Company or any Trustees, shall, for purposes of such vote or consent, be treated as if they were not outstanding.

EXPENSES AND TAXES

In the Indenture, the Company has agreed to pay all debts and other obligations (other than with respect to the Capital Securities) and all costs and expenses of the Trust (including costs and expenses relating to the organization of the Trust, the fees and expenses of the Trustees and the costs and expenses relating to the operation of the Trust) and to pay any and all taxes and all costs and expenses with respect thereto (other than withholding taxes) to which the Trust might become subject. The foregoing obligations of the Company under the Indenture are for the benefit of, and shall be enforceable by, any person to whom any such debts, obligations, costs, expenses and taxes are owed (a "Creditor") whether or not such Creditor has received notice thereof. Any such Creditor may enforce such obligations of the Company directly against the Company, and the Company has irrevocably waived any right or remedy to require that any such Creditor take any action against the Trust or any other person before proceeding against the Company. The Company has also agreed in the Indenture to execute such additional agreements as may be necessary or desirable to give full effect to the foregoing.

BOOK-ENTRY ISSUANCE

DTC will act as securities depository for all of the Capital Securities. The Capital Securities will be issued only as fully-registered securities registered in the name of Cede & Co. (DTC's nominee). One or more fully-registered global certificates will be issued for the Capital Securities, representing in the aggregate the total number of Capital Securities, and will be deposited with DTC.

DTC is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations ("Direct Participants"). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others, such as securities brokers and dealers, banks and trust companies that clear through or maintain custodial relationships with Direct Participants, either directly or indirectly ("Indirect Participants"). The rules applicable to DTC and its Participants are on file with the Commission.

Purchases of Capital Securities within the DTC system must be made by or through Direct Participants, which will receive a credit for the Capital Securities on DTC's records. The ownership interest of each actual purchaser of each Capital Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases, but Beneficial Owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect

Participants through which the Beneficial Owners purchased Capital Securities. Transfers of ownership interests in the Capital Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Capital Securities, except in the event that use of the book-entry system for the Capital Securities of the Trust is discontinued.

DTC has no knowledge of the actual Beneficial Owners of the Capital Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Capital Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Redemption notices shall be sent to Cede & Co. as the registered holder of the Capital Securities. If less than all of the Capital Securities are being redeemed, DTC's current practice is to determine by lot the amount of the interest of each Direct Participant to be redeemed.

Although voting with respect to the Capital Securities is limited to the holders of record of the Capital Securities, in those instances in which a vote is required, neither DTC nor Cede & Co. will itself consent or vote with respect to Capital Securities. Under its usual procedures, DTC would mail an omnibus proxy (the "Omnibus Proxy") to the Property Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts such Capital Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners and the voting rights of Direct Participants, Indirect Participants and Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Distribution payments on the Capital Securities will be made by the Property Trustee to DTC. DTC's practice is to credit Direct Participants' accounts on the relevant payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payments on such payment date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices and will be the responsibility of such Participant and not of DTC, the Property Trustee, the Trust or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of Distributions to DTC is the responsibility of the Property Trustee, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to any of the Capital Securities at any time by giving reasonable notice to the Property Trustee and the Company. In the event that a successor securities depository is not obtained, definitive Capital Securities certificates representing such Capital Securities are required to be printed and delivered. The Company, at its option, may decide to discontinue use of the system of book-entry transfers through DTC (or a successor depository). After an Indenture Event of Default, the holders of a majority in liquidation amount of Capital Securities may determine to discontinue the system of book-entry transfers through DTC. In any such event, definitive certificates for the Capital Securities will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Trust or the Company believe to be accurate, but the Trust and the Company assume no responsibility for the accuracy thereof. None of the Trustees, the Trust or the Company has any responsibility for the performance by DTC or its Participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

REGISTRAR AND TRANSFER AGENT

The Property Trustee will act as registrar and transfer agent for the Capital Securities.

Registration of transfers of Capital Securities will be effected without charge by or on behalf of the Trust, but upon payment of any tax or other governmental charges that may be imposed in connection with any transfer or exchange. The Trust will not be required (i) to register or cause to be registered the transfer or exchange of the Capital Securities during a period beginning at the opening of business 15 days before the day of the mailing of the relevant notice of redemption and ending at the close of business on the day of mailing of such notice of redemption or (ii) to register or cause to be registered the transfer or exchange of any Capital Securities so selected for redemption, except in the case of any Capital Securities being redeemed in part, any portion thereof not to be redeemed.

INFORMATION CONCERNING THE PROPERTY TRUSTEE

The Property Trustee, other than during the occurrence and continuance of a Trust Enforcement Event, undertakes to perform only such duties as are specifically set forth in the Declaration and, after such Trust Enforcement Event, must exercise the same degree of care and skill as a prudent person would exercise or use in the conduct of his or her own affairs. Subject to this provision, the Property Trustee is under no obligation to exercise any of the powers vested in it by the Declaration at the request of any holder of Capital Securities unless it is offered reasonable indemnity against the costs, expenses and liabilities that might be incurred thereby. If no Trust Enforcement Event has occurred and is continuing and the Property Trustee is required to decide between alternative causes of action, construe ambiguous provisions in the Declaration or is unsure of the application of any provision of the Declaration, and the matter is not one on which holders of Capital Securities are entitled under the Declaration to vote, then the Property Trustee may, but shall be under no duty to, take such action as is directed by the Company and, if not so directed, shall take such action as it deems advisable and in the best interests of the holders of the Capital Securities and the Common Securities and will have no liability except for its own bad faith, negligence or willful misconduct.

PAYMENT AND PAYING AGENCY

Payments in respect of the Capital Securities shall be made to DTC, which shall credit the relevant accounts at DTC on the applicable Distribution Dates or, if the Capital Securities are not held by DTC, such payments shall be made by check mailed to the address of the holder entitled thereto as such address shall appear on the Register. The paying agent (the "Paying Agent") shall initially be the Property Trustee and any co-paying agent chosen by the Property Trustee and acceptable to the Regular Trustees and the Company. The Paying Agent shall be permitted to resign as Paying Agent upon 30 days' written notice to the Property Trustee and the Company. In the event that the Property Trustee shall no longer be the Paying Agent, the Regular Trustees shall appoint a successor (which shall be a bank or trust company acceptable to the Regular Trustees and the Company) to act as Paying Agent.

MERGERS, CONSOLIDATIONS, AMALGAMATIONS OR REPLACEMENTS OF THE TRUST

The Trust may not merge with or into, consolidate, amalgamate, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to any corporation or other Person, except as described below or as otherwise described under "--Liquidation Distribution Upon Dissolution." The Trust may, at the request of the Company, with the consent of the Regular Trustees and without the consent of the holders of the Capital Securities, the Delaware Trustee or the Property Trustee merge with or into, consolidate, amalgamate, be replaced by or convey, transfer or lease its properties and assets substantially as an entirety to a trust organized as such under the laws of any State; provided that (i) such successor entity (if not the Trust) either (a) expressly assumes all of the obligations of the Trust with respect to the Capital Securities or (b) substitutes for the Capital Securities other securities having substantially the same terms as the Capital Securities (the "Successor Securities") so long as the Successor Securities rank the same as the Capital Securities rank in priority with respect to distributions and payments upon liquidation, redemption and otherwise, (ii) if the Trust is not the Successor Entity, the Company expressly appoints a trustee of such successor entity possessing the same powers and duties as

the Property Trustee as the holder of the Junior Subordinated Debentures, (iii) the Successor Securities are listed, or any Successor Securities will be listed upon notification of issuance, on any national securities exchange or other organization on which the Capital Securities are then listed, if any, (iv) such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not cause the Capital Securities (including any Successor Securities) to be downgraded by any nationally-recognized statistical rating organization, (v) such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the holders of the Capital Securities (including any Successor Securities) in any material respect, (vi) such successor entity has a purpose substantially identical to that of the Trust, (vii) prior to such merger, consolidation, amalgamation, replacement, conveyance, transfer, or lease, the Company has received an opinion from independent counsel to the Trust experienced in such matters to the effect that (a) such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the holders of the Capital Securities (including any Successor Securities) in any material respect and (b) following such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease, (1) neither the Trust nor such successor entity will be required to register as an investment company under the Investment Company Act and (2) the Trust or the successor entity will continue to be classified as a grantor trust for United States federal income tax purposes, (viii) the Company or any permitted successor or assignee owns all of the common securities of such successor entity and guarantees the obligations of such successor entity under the Successor Securities at least to the extent provided by the Guarantee and (ix) such successor entity (if not the Trust) expressly assumes all of the obligations of the Trust with respect to the Trustees. Notwithstanding the foregoing, the Trust shall not, except with the consent of holders of 100% in aggregate liquidation amount of the Capital Securities, consolidate, amalgamate, merge with or into, be replaced by or convey, transfer or lease its properties and assets substantially as an entirety to any other entity or permit any other entity to consolidate, amalgamate, merge with or into, or replace it if such consolidation, amalgamation, merger, replacement, conveyance, transfer or lease would cause the Trust or the successor entity to be classified as other than a grantor trust for United States federal income tax purposes.

MERGER OR CONSOLIDATION OF TRUSTEES

Any entity into which the Property Trustee, the Delaware Trustee or any Regular Trustee that is not a natural person may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which such Trustee shall be a party, or any entity succeeding to all or substantially all the corporate trust business of such Trustee, shall be the successor of such Trustee under the Declaration, provided such entity shall be otherwise qualified and eligible.

MISCELLANEOUS

The Regular Trustees are authorized and directed to conduct the affairs of and to operate the Trust in such a way that the Trust will not be deemed to be an "investment company" required to be registered under the Investment Company Act or classified as other than a grantor trust for United States federal income tax purposes and so that the Junior Subordinated Debentures will be treated as indebtedness of the Company for United States federal income tax purposes. In this connection, the Company and the Regular Trustees are authorized to take any action, not inconsistent with applicable law, the Certificate of Trust or the Declaration, that the Company and the Regular Trustees determine in their discretion to be necessary or desirable for such purposes, as long as such action does not materially adversely affect the interests of the holders of the Capital Securities.

The Trust may not borrow money nor issue debt nor mortgage or pledge any of its assets.

DESCRIPTION OF JUNIOR SUBORDINATED DEBENTURES

The Junior Subordinated Debentures are to be issued under an Indenture (the "Indenture"), between the Company and The Chase Manhattan Bank, as trustee (the "Indenture Trustee"). This summary of

certain terms and provisions of the Junior Subordinated Debentures and the Indenture does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the Indenture, the form of which is filed as an exhibit to the Registration Statement of which this Prospectus forms a part, and to the Trust Indenture Act. Whenever particular defined terms of the Indenture are referred to herein, such defined terms are incorporated herein by reference.

GENERAL

Concurrently with the issuance of the Capital Securities, the Trust will invest the proceeds thereof and the consideration paid by the Company for the Common Securities in the Junior Subordinated Debentures issued by the Company. The Junior Subordinated Debentures will be in the principal amount equal to the aggregate liquidation amount of the Capital Securities plus the Company's concurrent investment in the Common Securities. The Junior Subordinated Debentures will bear interest at the annual rate of % of the principal amount thereof, payable semi-annually in arrears on and of each year (each, an "Interest Payment Date"), commencing , 1997, to the person in whose name each Junior Subordinated Debenture is registered, subject to certain exceptions, at the close of business on the 15th day of the month preceding the relevant Interest Payment Date. It is anticipated that, until the liquidation, if any, of the Trust, each Junior Subordinated Debenture will be held in the name of the Property Trustee in trust for the benefit of the holders of the Capital Securities and the Common Securities. The amount of interest payable for any period will be computed on the basis of a 360-day year of twelve 30-day months. In the event that any date on which interest is payable on the Junior Subordinated Debentures is not a Business Day, then payment of the interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay), except that if such next succeeding Business Day falls in the next calendar year, then such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on the date such payment was originally payable. Accrued interest that is not paid on the applicable Interest Payment Date will bear additional interest on the amount thereof (to the extent permitted by law) at the rate per annum of % thereof, compounded semi-annually. The term "interest" as used herein shall include semi-annual interest payments and interest on semi-annual interest payments not paid on the applicable Interest Payment Date, as applicable.

The Junior Subordinated Debentures will mature on , 2027.

The Junior Subordinated Debentures will be unsecured and will rank junior and be subordinate in right of payment to all Senior Indebtedness (as defined below) of the Company. See "Description of Junior Subordinated Debentures--Subordination."

The federal banking agencies possess broad powers to take corrective action as deemed appropriate for an insured depository institution, including without limitation, under certain circumstances, the ability to prohibit the payment of principal or interest on subordinated debt.

OPTION TO EXTEND INTEREST PAYMENT PERIOD

So long as no Indenture Event of Default has occurred and is continuing, the Company has the right under the Indenture to defer the payment of interest at any time or from time to time for a period not exceeding 10 consecutive semi-annual periods with respect to each Extension Period, provided that no Extension Period may extend beyond the Stated Maturity of the Junior Subordinated Debentures. At the end of such Extension Period, the Company must pay all interest then accrued and unpaid (together with interest thereon at the annual rate of %, compounded semi-annually, to the extent permitted by applicable law). During an Extension Period, interest will continue to accrue and holders of Junior Subordinated Debentures (or holders of Capital Securities while the Capital Securities are outstanding) will be required to accrue interest income (as OID) for United States federal income tax purposes. See "Certain United States Federal Income Tax Consequences--Original Issue Discount."

During any such Extension Period, the Company may not, and may not permit any subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company that rank PARI PASSU with or junior in interest to the Junior Subordinated Debentures or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks PARI PASSU or junior in interest to the Junior Subordinated Debentures (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock, (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans). Prior to the termination of any such Extension Period, the Company may further extend the Extension Period, provided that no Extension Period may exceed 10 consecutive semi-annual periods or extend beyond the Stated Maturity of the Junior Subordinated Debentures. Upon the termination of any such Extension Period and the payment of all amounts then due on any Interest Payment Date, the Company may elect to begin a new Extension Period subject to the above requirements. No interest shall be due and payable during an Extension Period, except at the end thereof. The Company must give the Property Trustee, the Regular Trustees and the Indenture Trustee notice of its election of such Extension Period at least one Business Day prior to the earlier of (i) the date the Distributions on the Capital Securities would have been payable except for the election to begin such Extension Period or (ii) the date the Regular Trustees are required to give notice to an applicable self-regulatory organization or to holders of such Capital Securities of the record date or the date such Distributions are payable, but in any event not less than one Business Day prior to such record date. The Property Trustee shall give notice of the Company's election to begin a new Extension Period to the holders of the Capital Securities.

As a holding company, the ability of the Company to make payments of interest and principal on the Junior Subordinated Debentures will be dependent primarily upon the receipt of dividends and other distributions from the Bank, which is the Company's principal subsidiary. There are various regulatory and contractual restrictions and agreements between the Bank and the OTS which affect the ability of the Bank to pay dividends or make other payments to the Company. At March 31, 1997, the Bank could pay an aggregate of \$6.5 million in dividends to the Company without violating the regulatory capital levels committed to be maintained by the Bank as of June 30, 1997. As a result of an agreement by the Company with the OTS to dividend subordinate and residual mortgage-related securities resulting from securitization activities conducted by the Bank, which had an aggregate book value of \$45.9 million at March 31, 1997, the Bank may not be able to pay any cash dividends to the Company without prior OTS approval, however. (See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Regulatory Developments" and "Regulation--The Bank--Restrictions on Capital Distributions"). In addition, the right of the Company to participate in any distribution of assets of any subsidiary, including the Bank, upon such subsidiary's liquidation or reorganization or otherwise (and thus the ability of holders of the Capital Securities to benefit indirectly from such distribution), will be subject to the prior claims of creditors of that subsidiary, except to the extent that any claims of the Company as a creditor of such subsidiary may be recognized as such. Accordingly, the Capital Securities will effectively be subordinated to all existing and future liabilities and obligations of the Company's subsidiaries, and holders of the Capital Securities should look only to the assets of the Company for payments on the Capital Securities. As of March 31, 1997, the Company's consolidated subsidiaries had indebtedness and other liabilities of approximately \$2.3 billion. See "Risk Factors--Limited Sources for Payments on Junior Subordinated Debentures and Other Indebtedness and Funding of Non-Banking Activities."

REDEMPTION

The Junior Subordinated Debentures are not redeemable prior to _____, 2007 unless a Special Event has occurred. The Junior Subordinated Debentures are redeemable prior to maturity at the option of the Company, subject to the receipt of any necessary prior regulatory approval, on or after _____, 2007, in whole or in part at any time at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, to the date of redemption, if redeemed during the twelve-month period beginning on _____ 1 of the years indicated below:

YEAR	PERCENTAGE
-----	-----
2007.....	%
2008.....	%
2009.....	%
2010.....	%
2011.....	%
2012.....	%
2013.....	%
2014.....	%
2015.....	%
2016.....	%

On or after _____, 2017, the redemption price will be 100%, plus accrued and unpaid interest, if any, to the date of redemption.

The Junior Subordinated Debentures are also redeemable at any time in whole (but not in part), within 90 days of the occurrence of a Special Event, at a redemption price (the "Special Event Prepayment Price") equal to the greater of (i) 100% of the principal amount of such Junior Subordinated Debentures or (ii) as determined by a Quotation Agent (as defined below), the sum of the present values of the principal amount and premium payable with respect to an optional redemption of such Junior Subordinated Debentures on _____, 2007, together with scheduled payments of interest from the prepayment date to _____, 2007 (the "Remaining Life") discounted to the prepayment date on a semi-annual basis (assuming a 360-day year consisting of 30-day months) at the Adjusted Treasury Rate, plus, in each case, accrued interest thereon to the date of prepayment.

"Adjusted Treasury Rate" means, with respect to any prepayment date, the Treasury Rate plus (i) % if such prepayment date occurs on or before _____, 1998 or (ii) % if such prepayment date occurs after _____, 1998.

"Treasury Rate" means (i) the yield, under the heading which represents the average for the immediately prior week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Remaining Life (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Remaining Life shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such prepayment date. The Treasury Rate shall be calculated on the third business day preceding the prepayment date.

"Comparable Treasury Issue" means with respect to any prepayment date the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the Remaining Life that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life. If no United States Treasury security has a maturity which is within a period from three months before to three months after , 2007, the two most closely corresponding United States Treasury securities shall be used as the Comparable Treasury Issue, and the Treasury Rate shall be interpolated or extrapolated on a straight-line basis, rounding to the nearest month using such securities.

"Quotation Agent" means (i) Lehman Brothers Inc. and its respective successors; provided, however, that if the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Reference Treasury Dealer"), the Company shall substitute therefor another Reference Treasury Dealer; and (ii) any other Reference Treasury Dealer selected by the Indenture Trustee after consultation with the Company.

"Comparable Treasury Price" means (i) the average of five Reference Treasury Dealer Quotations for such prepayment date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Indenture Trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any prepayment date, the average, as determined by the Indenture Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Indenture Trustee by such Reference Treasury Dealer at 5:00 p.m. New York City time, on the third business day preceding such prepayment date.

If the Junior Subordinated Debentures are redeemed, the Trust must redeem the Capital Securities having an aggregate liquidation preference equal to the aggregate principal amount of Junior Subordinated Debentures so redeemed. See "Description of Capital Securities--Mandatory Redemption."

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Junior Subordinated Debentures to be redeemed at its registered address. Unless the Company defaults in payment of the redemption price, on and after the redemption date interest ceases to accrue on such Junior Subordinated Debentures or portions thereof called for redemption.

CERTAIN COVENANTS OF THE COMPANY

The Indenture will contain, among others, the following covenants:

PAYMENT OF EXPENSES. The Company will covenant in the Indenture that if and so long as the Trust is the holder of all Junior Subordinated Debentures, the Company, as borrower, will pay to the Trust all fees and expenses related to the Trust and the offering of the Capital Securities and will pay, directly or indirectly, all ongoing costs, expenses and liabilities of the Trust (including any taxes, duties, assessments or governmental charges of whatever nature (other than withholding taxes) imposed by the United States or any domestic taxing authority upon the Trust) but excluding obligations under the Trust Securities.

LIMITATIONS ON INDEBTEDNESS. The Company will not create, incur, assume, guarantee or otherwise become responsible for the payment of any Funded Indebtedness (including any Funded Indebtedness assumed in connection with the acquisition of assets from another Person) unless at the time of, and after giving effect to, such event the principal amount of total Funded Indebtedness of the Company (which includes the Junior Subordinated Debentures) would not exceed 150% of the Company's Consolidated Tangible Net Worth.

The Bank will not, and will not permit any of its Subsidiaries to, create or incur any Indebtedness or issue any Preferred Stock that in either case would qualify as regulatory capital for the Bank under 12 C.F.R. Part 567 or any successor regulation, except to the extent that after giving effect to the creation or incurrence of such Indebtedness or the issuance of such Preferred Stock the total of the Bank's Indebtedness and Preferred Stock that qualifies as capital under 12 C.F.R. Part 567 does not exceed 65% of the Bank's tangible common equity.

RESTRICTIONS ON ISSUANCE AND SALE OR DISPOSITION OF CAPITAL STOCK OF THE BANK. The Indenture provides that the Company shall not sell, transfer or otherwise dispose of shares of Capital Stock of the Bank or permit the Bank to issue, sell or otherwise dispose of shares of its Capital Stock (other than shares of Preferred Stock which do not constitute Voting Stock as permitted in the last paragraph under "Limitations on Indebtedness" above, and except that the Company may sell the shares of the Bank's Series A Non-Cumulative Preferred Stock that it owns as of the date of this Prospectus) unless in either case the Bank remains a Wholly-Owned Subsidiary of the Company. In addition, the Indenture provides that the Company shall not permit the Bank to merge or consolidate with any Person (other than the Company or another Wholly-Owned Subsidiary of the Company) unless the surviving entity is the Company or a Wholly-Owned Subsidiary of the Company, or permit the Bank to convey or transfer its properties and assets substantially as an entirety to any Person except to the Company or any Wholly-Owned Subsidiary of the Company.

LIMITATION ON RESTRICTED PAYMENTS. The Company will covenant that it will not, and will not permit any subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay or repurchase or redeem any debt securities of the Company that rank PARI PASSU with or junior in interest to the Junior Subordinated Debentures or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks PARI PASSU with or junior in interest to the Junior Subordinated Debentures (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock, (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans) if at such time (x) there shall have occurred any event of which the Company has actual knowledge that (I) with the giving of notice or the lapse of time, or both, would constitute an Indenture Event of Default with respect to Junior Subordinated Debentures and (II) in respect of which the Company shall not have taken reasonable steps to cure, (y) the Company shall be in default with respect to its payment of any obligations under the Guarantee or (z) the Company shall have given notice of its election of an Extension Period as provided in the Indenture and shall not have rescinded such notice, or such Extension Period, or any extension thereof, shall be continuing.

LIMITATIONS ON DIVIDENDS AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES. The Company will not, and will not permit any of its Subsidiaries to, create, assume or otherwise cause or suffer to exist or to become effective any consensual encumbrance or restriction on the ability of any such Subsidiary to:

(a) pay any dividends or make any other distribution on its Capital Stock or any other interest or participation in, or measured by, its profits;

(b) make payments in respect of any Indebtedness owed to the Company or any other Subsidiary;

(c) make loans or advances to the Company or any Subsidiary or to guarantee Indebtedness of the Company or any Subsidiary; or

(d) sell, lease or transfer any of its properties or assets to the Company or any of its Subsidiaries;

other than, in the case of (a), (b), (c) and (d),

(1) restrictions imposed by applicable law;

(2) restrictions existing under agreements in effect on the date of the Indenture;

(3) consensual encumbrances or restrictions binding upon any Person at the time such Person becomes a Subsidiary of the Company so long as such encumbrances or restrictions are not created, incurred or assumed in contemplation of such Person becoming a Subsidiary;

(4) restrictions with respect to a Subsidiary imposed pursuant to an agreement which has been entered into for the sale or disposition of all or substantially all the assets (which term may include the Capital Stock) of such Subsidiary and other contracts for the sale of assets;

(5) restrictions on the transfer of assets which are subject to Liens;

(6) restrictions existing under agreements evidencing Indebtedness of any Subsidiary that is formed for the sole purpose of originating, acquiring, holding or managing a portfolio of assets, if such Indebtedness (i) is made without recourse to, and with no cross-collateralization against the assets of, the Company or any other Subsidiary, and (ii) upon complete or partial liquidation of which the Indebtedness must be correspondingly repaid in whole or in part, as the case may be;

(7) restrictions existing under agreements evidencing Indebtedness which is incurred after the date of the Indenture as permitted by the covenant described under "Limitation on Indebtedness," provided that the terms and conditions of any such restrictions are no more restrictive than those contained in the indenture pursuant to which the Bank's 12% Subordinated Debentures due 2005 (whether or not such issue remains outstanding) were issued;

(8) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (d) above;

(9) secured Indebtedness otherwise permitted to be incurred pursuant to the covenants described under "Limitations on Indebtedness" that limits the right of the debtor to dispose of the assets securing such Indebtedness;

(10) customary provisions contained in leases entered into in the ordinary course of business; and

(11) restrictions existing under any agreement which refinances or replaces any of the agreements containing the restrictions in clauses (2), (3) and (7); provided that the terms and conditions of any such restrictions are not less favorable to the Holders than those under the agreement evidencing or relating to the Indebtedness refinanced.

LIMITATION ON TRANSACTIONS WITH AFFILIATES. The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including without limitation, the sale, purchase, exchange or lease of assets, property or services) with any Affiliate of the Company (except that the Company and any of its Subsidiaries may enter into any transaction or series of related transactions with any Subsidiary of the Company without limitation under this covenant) unless: (i) such transaction or series of related transactions is on terms that are no less favorable to the Company or such Subsidiary, as the case may be, than would be available in a comparable transaction in an arm's length dealing with a Person that is not such an Affiliate or, in the absence of such a comparable transaction, on terms that the Board of Directors determines in good faith would be offered to a Person that is not an Affiliate; (ii) with respect to any transaction or series of related transactions involving aggregate payments in excess of \$1 million, the Company delivers an officers' certificate to the Trustee

certifying that such transaction or series of transactions complies with clause (i) above and has been approved by a majority of the Disinterested Directors of the Board of Directors of the Company; and (iii) with respect to any transaction or series of related transactions involving aggregate payments in excess of \$5 million, or in the event that no members of the Board of Directors are Disinterested Directors with respect to any transaction or series of transactions included in clause (ii), (x) in the case of a transaction involving real property, the aggregate rental or sale price of such real property shall be the Fair Market Value of such real property as determined in a written opinion by a nationally recognized expert with experience in appraising the terms and conditions of the type of transaction or series of transactions for which approval is required and (y) in all other cases, the Company delivers to the Trustee a written opinion of a nationally-recognized expert with experience in appraising the terms and conditions of the type of transaction or series of transactions for which approval is required to the effect that the transaction or series of transactions are fair to the Company or such Subsidiary from a financial point of view. The limitations set forth in this paragraph will not apply to (i) transactions entered into pursuant to any agreement already in effect on the date of the Indenture and any renewals or extensions thereof not involving modifications which are adverse to the Company or any Subsidiary, (ii) normal banking relationships with an Affiliate on an arms' length basis, (iii) any employment agreement, stock option, employee benefit, indemnification, compensation, business expense reimbursement or other employment-related agreement, arrangement or plan entered into by the Company or any of its Subsidiaries either (A) in the ordinary course of business and consistent with the past practice of the Company or such Subsidiary or (B) which agreement, arrangement or plan was adopted by the Board of Directors of the Company or such Subsidiary (including a majority of the Disinterested Directors), as the case may be, (iv) residential mortgage, credit card and other consumer loans to an Affiliate who is an officer, director or employee of the Company or any of its Subsidiaries and which comply with the applicable provisions of 12 U.S.C. Section 1468(b) and any rules and regulations of the OTS thereunder, (v) any payment made in accordance with the covenant entitled "--Limitation on Restricted Payments," or (vi) any transaction or series of transactions in which the total amount involved does not exceed \$250,000.

LIMITATION ON SENIOR SUBORDINATED INDEBTEDNESS. The Company will not, directly or indirectly, incur any Indebtedness that is subordinate in right of payment to any Indebtedness of the Company unless such Indebtedness is either (a) PARI PASSU in right of payment with the Junior Subordinated Debentures or (b) subordinate in right of payment to the Junior Subordinated Debentures.

OFFER TO PURCHASE UPON A CHANGE OF CONTROL. If a Change of Control Event shall occur at any time, then each Holder will have the right to require the Trust to distribute to such Holder such Holder's pro rata share of the Junior Subordinated Debentures held by the Trust in exchange for such Holder's Capital Securities. Such Holder will then have a right to require the Company to repurchase such Junior Subordinated Debentures or any Junior Subordinated Debentures distributed as a result of the liquidation of the Trust at a purchase price in cash equal to 101% of the principal amount of such Junior Subordinated Debentures, plus accrued and unpaid interest, if any, to the date of repurchase. There can be no assurance that the Company will have the funds available to repurchase Junior Subordinated Debentures and Capital Securities in the event of a Change of Control Event.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Junior Subordinated Debentures and Capital Securities upon the occurrence of a Change of Control Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

EFFECTIVENESS OF COVENANTS. The covenants described under "--Limitation on Indebtedness," "-- Restrictions on Issuance and Sale or Disposition of Capital Stock of the Bank," "--Limitations on

Dividends and Other Payment Restrictions Affecting Subsidiaries," "--Limitation on Transactions with Affiliates," "--Limitation on Senior Subordinated Indebtedness" and "--Offer to Purchase Upon a Change of Control" will no longer be in effect upon the Company reaching Investment Grade Status.

CERTAIN DEFINITIONS

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly Controlling or controlled by or under direct or indirect common control with such specified Person and any legal or beneficial owner, directly or indirectly, of 20% or more of the Voting Stock of such specified Person. Notwithstanding the foregoing, no Securitization Entity shall be deemed an Affiliate of the Company.

"Capital Lease Obligation" of any Person means any obligations of such Person under any capital lease for real or personal property which, in accordance with GAAP, is required to be recorded as a capitalized lease obligation; and, for the purpose of the Indenture, the amount of such obligation at any date shall be the capitalized amount thereof at such date, determined in accordance with GAAP.

"Capital Stock" in any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents or interests in (however designated) capital stock in which Person, including, with respect to a corporation, common stock, Preferred Stock and other corporate stock and, with respect to a partnership, partnership interests, whether general or limited, and any rights (other than debt securities convertible into corporate stock, partnership interests or other capital stock), warrants or options exchangeable for or convertible into such corporate stock, partnership interests or other capital stock.

"Change of Control Event" means an event or series of events by which

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Existing Principal Stockholders, is or becomes after the date of issuance of the Capital Securities the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of the Indenture) of more than 40% of the total voting power of all Voting Stock of the Company then outstanding;

(b) (1) another corporation merges into the Company or the Company consolidates with or merges into any other corporation, or

(2) the Company conveys, transfers or leases all or substantially all its assets to any person or group, in one transaction or a series of transactions, other than any conveyance, transfer or lease between the Company and a Wholly-Owned Subsidiary of the Company,

in each case, with the effect that a "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Existing Principal Stockholders, is or becomes the "beneficial owner" (as defined above) of more than 40% of the total voting power of all Voting Stock of the surviving or transferee corporation of such transaction or series of transactions;

(c) during any period of two consecutive years, individuals who at the beginning of such period constituted the Company's Board of Directors, or whose nomination for election by the Company's shareholders was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the directors then in office;

(d) (1) the Company sells, transfers or otherwise disposes of more than 20% of the outstanding shares of Capital Stock of any Significant Subsidiary (other than to the Company or a Wholly-Owned Subsidiary), or

(2) any Significant Subsidiary (i) issues, sells or otherwise disposes of more than 20% of the outstanding shares of its Capital Stock (or securities convertible into or exercisable for more than 20% of the outstanding shares of its Capital Stock), (ii) conveys, transfers or leases all or substantially all its assets to any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), or (iii) merges with or into any other entity, except in the case of any event described in this clause (2) with the Company or a Wholly-Owned Subsidiary; or

(e) the shareholders of the Company shall approve any plan or proposal for the liquidation or dissolution of the Company.

"Consolidated Net Income (Loss)" of any Person means, for any period, the consolidated net income (or loss) of such Person and its consolidated Subsidiaries for such period as determined in accordance with GAAP, adjusted, to the extent included in calculating such net income (loss), by excluding, without duplication, (i) all extraordinary gains and losses (other than those relating to the use of net operating losses of such Person carried forward), less all fees and expenses relating thereto, net of taxes, (ii) the portion of net income (or loss) of any Person (other than any of such Person's consolidated Subsidiaries) in which such Person or any of its Subsidiaries has an ownership interest, except to the extent of the amount of dividends or other distributions actually paid to such Person or its consolidated Subsidiaries in cash by such other Person during such period, (iii) net income (or loss) of any Person combined with such Person or any of its Subsidiaries on a "pooling of interests" basis attributable to any period prior to the date of combination, (iv) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan or (v) the net income of any consolidated Subsidiary of such Person to the extent that the declaration or payment of dividends or similar distributions by that Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to that Subsidiary or its shareholders; provided that, upon the termination or expiration of such dividend or distribution restrictions, the portion of net income (or loss) of such consolidated Subsidiary allocable to such Person and previously excluded shall be added to the Consolidated Net Income (Loss) of such Person to the extent of the amount of dividends or other distributions available to be paid to such Person in cash by such Subsidiary.

"Consolidated Tangible Net Worth" of any Person and its Subsidiaries means as of the date of determination all amounts that would be included under stockholders' equity on a consolidated balance sheet of such Person and its Subsidiaries determined in accordance with GAAP less an amount equal to the consolidated intangible assets (other than capitalized mortgage servicing rights) of such Person and its Subsidiaries determined in accordance with GAAP.

"Disinterested Director" of any Person means, with respect to any transaction or series of related transactions, a member of the board of directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction or series of related transactions.

"Disqualified Capital Stock" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part on, or prior to, or is exchangeable for debt securities of the Company or its Subsidiaries prior to, the final Stated Maturity of principal of the Junior Subordinated Debentures; provided that only the amount of such Capital Stock that is redeemable prior to the Stated Maturity of principal of the Security shall be deemed to be Disqualified Capital Stock.

"Existing Principal Stockholders" means, individually or collectively, William C. Erbey, Barry N. Wish and Harold D. Price and their respective estates, spouses, heirs, ancestors, lineal descendants and legatees and legal representatives of any of the foregoing and the trustee of any bona fide trust of which one or more of the foregoing are the trustees or the majority beneficiaries, and any entity of which any of the foregoing, individually or collectively, beneficially owns more than 50% of the Voting Stock thereof.

"Fair Market Value" means, with respect to any asset, the price which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing buyer, neither of which is under compulsion to complete the transaction.

"Funded Indebtedness" means, with respect to any Person as of the date of determination, Indebtedness which by its terms has a Maturity, or is extendable or renewable at the option of such Person to a date, which is more than twelve months after the date of creation or incurrence of such Indebtedness.

"GAAP" means generally accepted accounting principles.

"Guaranteed Indebtedness" of any Person means, without duplication, all Indebtedness of any other Person guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such person through an agreement (i) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, (iii) to supply funds to, or in any other manner invest in, the debtor (including any agreement to pay for property or services without requiring that such property be received or such services be rendered), (iv) to maintain working capital or equity capital of the debtor, or otherwise to maintain the net worth, solvency or other financial condition of the debtor, or (v) otherwise to assure a creditor with respect to Indebtedness against loss; provided that the term "guarantee" shall not include endorsements for collection of deposit, in either case in the ordinary course of business.

"Holders" means the registered holders of the Capital Securities.

"Indebtedness" means, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, excluding any trade payables and other accrued current liabilities arising in the ordinary course of business, but including, without limitation, all obligations, contingent or otherwise, of such Person in connection with any letters of credit issued under letter of credit facilities, and in connection with any agreement by such Person to purchase, redeem, exchange, convert or otherwise acquire for value any Capital Stock of such Person now or hereafter outstanding, (ii) all obligations of such Person evidenced by bonds, notes, debentures or other similar instruments, (iii) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), but excluding trade payables arising in the ordinary course of business, (iv) all obligations under interest rate agreements of such Person, (v) all Capital Lease Obligations of such Person, (vi) all Indebtedness referred to in clauses (i) through (v) above of other Persons and all dividends payable by other Persons, the payment of which is secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien, upon or with respect to property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness (the amount of such obligations being deemed to be the lesser of the value of such property or asset or the amount of the obligations so secured), (vii) all guarantees by such Person of Guaranteed Indebtedness, (viii) all Disqualified Capital Stock (valued at the greater of book value and voluntary or involuntary maximum fixed repurchase price plus accrued and unpaid dividends) of such Person, and (ix) any amendment, supplement, modification, deferral, renewal, extension, refunding or refinancing or any liability of the types referred to in clauses (i) through (viii) above. For purposes hereof, (x) the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Capital Stock, such fair market value is to be determined in good faith by the board of directors (or any

duly authorized committee thereof) of the issuer of such Disqualified Capital Stock, and (y) Indebtedness is deemed to be incurred pursuant to a revolving credit facility each time an advance is made thereunder.

"Investment Grade Status," with respect to the Company, shall occur when the senior unsecured notes of the Company (and any other unsecured senior indebtedness) receives or would have received such a rating if such indebtedness were outstanding a rating of "BBB-" or higher from Standard & Poor's Ratings Group or a rating of "Baa3" or higher from Moody's Investors Service, Inc.

"Lien" means any mortgage, charge, pledge, lien (statutory or otherwise), security interest or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Preferred Stock" means, with respect to any Person, any Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary liquidation or dissolution of such Person, over Capital Stock of any other class in such Person.

"Securitization Entity" means any pooling arrangement or entity formed or originated for the purpose of holding, and/or issuing securities representing interests in, one or more pools of mortgages, leases, credit card receivables, home equity loan receivables, automobile loans, leases or installment sales contracts, other consumer receivables or other financial assets of the Company or any Subsidiary, and shall include, without limitation, any partnership, limited liability company, liquidating trust, grantor trust, owner trust or real estate mortgage investment conduit.

"Significant Subsidiary" means, with respect to any Person, any consolidated Subsidiary of such Person for which the net income of such Subsidiary was more than 25% of the Consolidated Net Income of such Person in both of the two prior fiscal years.

"Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of Voting Stock thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof.

"Voting Stock" means Capital Stock of the class or classes of which the holders have (i) in respect of a corporation, the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such corporation (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency) or (ii) in respect of a partnership, the general voting power under ordinary circumstances to elect the board of directors or other governing board of such partnership or of the Person which is a general partner of such partnership.

"Wholly-Owned Subsidiary" means a Subsidiary all of the Capital Stock of which (other than directors' qualifying shares) is owned by the Company or another Wholly-Owned Subsidiary.

SUBORDINATION

In the Indenture, the Company has covenanted and agreed that any Junior Subordinated Debentures issued thereunder will be subordinated and junior in right of payment to all Senior Indebtedness to the extent provided in the Indenture. Upon any payment or distribution of assets of the Company upon any liquidation, dissolution, winding-up, reorganization, assignment for the benefit of creditors, marshaling of assets or any bankruptcy, insolvency, debt restructuring or similar proceedings in connection with any insolvency or bankruptcy proceeding of the Company, the holders of Senior Indebtedness will first be entitled to receive payment in full of principal of and premium, if any, and interest, if any, on such Senior Indebtedness before the holders of Junior Subordinated Debentures or the Property Trustee on behalf of the holders of Capital Securities will be entitled to receive or retain any payment in respect of the principal of and premium, if any, or interest, if any, on the Junior Subordinated Debentures; provided, however, that holders of Senior Indebtedness shall not be entitled to receive payment of any such amounts to the extent that such holders would be required by the subordination provisions of such Senior Indebtedness to pay such amounts over to the obligees on trade accounts payable or other liabilities arising in the ordinary course of the Company's business.

In the event of the acceleration of the maturity of any Junior Subordinated Debentures, the holders of all Senior Indebtedness outstanding at the time of such acceleration will first be entitled to receive payment in full of all amounts due thereon (including any amounts due upon acceleration) before the holders of Junior Subordinated Debentures will be entitled to receive or retain any payment in respect of the principal of or premium, if any, or interest, if any, on the Junior Subordinated Debentures; provided, however, that holders of Senior Indebtedness shall not be entitled to receive payment of any such amounts to the extent that such holders would be required by the subordination provisions of such Senior Indebtedness to pay such amounts over to the obligees on trade accounts payable or other liabilities arising in the ordinary course of the Company's business.

No payments on account of principal (or premium, if any) or interest, if any, in respect of the Junior Subordinated Debentures may be made if there shall have occurred and be continuing a default in any payment with respect to Senior Indebtedness, or an event of default with respect to any Senior Indebtedness resulting in the acceleration of the maturity thereof, or if any judicial proceeding shall be pending with respect to any such default.

"Senior Indebtedness" means, with respect to the Company, whether recourse is to all or a portion of the assets of the Company and whether or not contingent, (i) every obligation of the Company for money borrowed; (ii) every obligation of the Company evidenced by bonds, debentures, notes or other similar instruments of the Company, including obligations incurred in connection with the acquisition of property, assets or businesses; (iii) every reimbursement obligation of the Company with respect to letters of credit, bankers' acceptances or similar facilities issued for the account of the Company; (iv) every obligation of the Company issued or assumed as the deferred purchase price of property or services (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business); (v) every capital lease obligation of the Company; (vi) every obligation of the Company for claims (as defined in Section 101(4) of the United States Bankruptcy Code of 1978, as amended) in respect of derivative products such as interest and foreign exchange rate contracts, commodity contracts and similar arrangements; and (vii) every obligation of the type referred to in clauses (i) through (vi) above of another person and all dividends of another person the payment of which, in either case, the Company has guaranteed or is responsible or liable for, directly or indirectly, as obligor or otherwise, provided, however, that Senior Indebtedness shall not be deemed to include (i) any indebtedness of the Company that is by its terms subordinated to or PARI PASSU with the Junior Subordinated Debentures; (ii) any indebtedness of the Company which when incurred and without respect to any election under Section 1111(b) of the United

States Bankruptcy Code of 1978, as amended, was without recourse to the Company; (iii) any indebtedness of the Company to any of its subsidiaries; (iv) indebtedness to any employee of the Company; or (v) any Indebtedness in respect of debt securities issued to any trust, or a trustee of such trust, partnership or other entity affiliated with the Company that is a financing entity of the Company in connection with the issuance by such financing entity of securities that are similar to the Capital Securities.

For a description of covenants in the Indenture which restrict the incurrence of Funded Indebtedness by the Company, see "Description of Junior Subordinated Debentures--Certain Covenants of the Company." The Indenture places no limitation on the amount of indebtedness or other liabilities that may be incurred by the Company's banking subsidiaries. As of March 31, 1997, Senior Indebtedness of the Company aggregated \$125 million, and the Company's consolidated subsidiaries had indebtedness and other liabilities of approximately \$2.3 billion to which the Junior Subordinated Debentures would be effectively subordinated.

INDENTURE EVENTS OF DEFAULT

The Indenture provides that any one or more of the following described events with respect to the Junior Subordinated Debentures that has occurred and is continuing constitutes an "Indenture Event of Default" with respect to the Junior Subordinated Debentures:

(i) failure for 30 days to pay any interest on the Junior Subordinated Debentures when due (subject to the deferral of any due date in the case of an Extension Period); or

(ii) failure to pay any principal (and premium, if any) on the Junior Subordinated Debentures when due whether at maturity, upon redemption, by declaration of acceleration or otherwise, provided, however, that an extension of the maturity of the Junior Subordinated Debentures in accordance with the terms of the Indenture shall not constitute an Indenture Event of Default; or

(iii) failure to observe or perform any other covenant contained in the Indenture for 90 days after written notice to the Company from the Indenture Trustee or the holders of at least 25% in aggregate outstanding principal amount of outstanding Junior Subordinated Debentures; or

(iv) certain events of bankruptcy or insolvency of the Company or the Bank.

The holders of a majority in aggregate outstanding principal amount of Junior Subordinated Debentures have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee. The Indenture Trustee or the holders of not less than 25% in aggregate outstanding principal amount of Junior Subordinated Debentures may declare the principal (and premium, if any) due and payable immediately upon an Indenture Event of Default, and, should the Indenture Trustee or such holders of such Junior Subordinated Debentures fail to make such declaration, the holders of at least 25% in aggregate liquidation amount of the Capital Securities shall have such right. The holders of a majority in aggregate outstanding principal amount of Junior Subordinated Debentures may annul such declaration and waive the default if the default (other than the non-payment of the principal of Junior Subordinated Debentures which has become due solely by such acceleration) has been cured and a sum sufficient to pay all matured installments of interest and principal (and premium, if any) due otherwise than by acceleration has been deposited with the Indenture Trustee, and should the holders of such Junior Subordinated Debentures fail to annul such declaration and waive such default, the holders of a majority in aggregate liquidation amount of the Capital Securities shall have such right.

The holders of a majority in aggregate outstanding principal amount of the Junior Subordinated Debentures affected thereby may, on behalf of the holders of all the Junior Subordinated Debentures, waive any past default, except a default in the payment of principal (and premium, if any) or interest (unless such default has been cured and a sum sufficient to pay all matured installments of interest and principal (and premium, if any) due otherwise than by acceleration has been deposited with the Indenture Trustee) or a default in respect of a covenant or provision which under the Indenture cannot be modified

or amended without the consent of the holder of each outstanding Junior Subordinated Debentures, and should the holders of such Junior Subordinated Debentures fail to waive such default, the holders of a majority in aggregate liquidation amount of the Capital Securities shall have such right. The Company is required to file annually with the Indenture Trustee a certificate as to whether or not the Company is in compliance with all the conditions and covenants applicable to it under the Indenture.

In case an Indenture Event of Default shall occur and be continuing, the Property Trustee will have the right to declare the principal of and the interest on such Junior Subordinated Debentures and any other amounts payable under the Indenture to be forthwith due and payable and to enforce its other rights as a creditor with respect to such Junior Subordinated Debentures.

ENFORCEMENT OF CERTAIN RIGHTS BY HOLDERS OF CAPITAL SECURITIES

If an Indenture Event of Default has occurred and is continuing and such event is attributable to the failure of the Company to pay interest or principal on the Junior Subordinated Debentures on the date such interest or principal is otherwise payable, a holder of Capital Securities may institute a Direct Action for payment. The Company may not amend the Indenture to remove the foregoing right to bring a Direct Action without the prior written consent of the holders of all of the Capital Securities. Notwithstanding any payment made to such holder of Capital Securities by the Company in connection with a Direct Action, the Company shall remain obligated to pay the principal of or interest on the Junior Subordinated Debentures held by the Trust or the Property Trustee and the Company shall be subrogated to the rights of the holder of such Capital Securities with respect to payments on the Capital Securities to the extent of any payments made by the Company to such holder in any Direct Action. The holders of Capital Securities will not be able to exercise directly any other remedy available to the holders of the Junior Subordinated Debentures.

CONSOLIDATION, MERGER, SALE OF ASSETS AND OTHER TRANSACTIONS

The Indenture provides that the Company shall not consolidate with or merge into any other Person or convey, transfer or lease its properties and assets substantially as an entirety to any Person, unless (i) in case the Company consolidates with or merges into another Person or conveys, transfers or leases its properties and assets substantially as an entirety to any Person, the successor Person is organized under the laws of the United States or any state or the District of Columbia, and such successor Person expressly assumes the Company's obligations on the Junior Subordinated Debentures issued under the Indenture; (ii) immediately after giving effect thereto, no Indenture Event of Default, and no event which, after notice or lapse of time or both, would become an Indenture Event of Default, shall have happened and be continuing; (iii) if at the time any Capital Securities are outstanding, such transaction is permitted under the Declaration and Guarantee and does not give rise to any breach or violation of the Declaration or Guarantee; (iv) any such lease shall provide that it will remain in effect so long as any Junior Subordinated Debentures are outstanding; and (v) certain other conditions as prescribed in the Indenture are met.

MODIFICATION OF INDENTURE

From time to time the Company and the Indenture Trustee may, without the consent of the holders of the Junior Subordinated Debentures, amend, waive or supplement the Indenture for specified purposes, including, among other things, curing ambiguities, defects or inconsistencies (provided that any such action does not materially adversely affect the interest of the holders of Junior Subordinated Debentures or any outstanding Capital Securities) and qualifying, or maintaining the qualification of, the Indenture under the Trust Indenture Act. The Indenture contains provisions permitting the Company and the Indenture Trustee, with the consent of the holders of not less than a majority in principal amount of outstanding Junior Subordinated Debentures affected, to execute supplemental indentures which modify the Indenture in a manner affecting the rights of the holders of such Junior Subordinated Debentures; provided that no such supplemental indenture may, without the consent of the holder of each outstanding Junior Subordinated Debenture so affected, (i) change the Stated Maturity of the Junior Subordinated Debentures, or

reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon (except such extension as is contemplated hereby) or (ii) reduce the percentage of principal amount of Junior Subordinated Debentures, the holders of which are required to consent to any such modification of the Indenture, provided that, so long as any Capital Securities remain outstanding, no such modification may be made that adversely affects the holders of such Capital Securities in any material respect, and no termination of the Indenture may occur, and no waiver of any Indenture Event of Default or compliance with any covenant under the Indenture may be effective, without the prior consent of the holders of at least a majority of the aggregate liquidation amount of the Capital Securities unless and until the principal of the Junior Subordinated Debentures and all accrued and unpaid interest thereon have been paid in full and certain other conditions are satisfied.

DISTRIBUTIONS OF JUNIOR SUBORDINATED DEBENTURES; BOOK-ENTRY ISSUANCE

Under certain circumstances involving the termination of the Trust, Junior Subordinated Debentures may be distributed to the holders of the Capital Securities in liquidation of the Trust after satisfaction of liabilities to creditors of the Trust as provided by applicable law. If distributed to holders of Capital Securities in liquidation, the Junior Subordinated Debentures will initially be issued in the form of global securities and certificated securities. DTC, or any successor depository for the Capital Securities, will act as depository for such global securities. It is anticipated that the depository arrangements for such global securities would be substantially identical to those in effect for the Capital Securities. For a description of DTC and the terms of the depository matters, see "Description of Capital Securities--Book-Entry Issuance."

If the Junior Subordinated Debentures are distributed to the holders of Capital Securities upon the liquidation of the Trust, the Company will use its best efforts to list the Junior Subordinated Debentures on such stock exchanges, if any, on which the Capital Securities are then listed. There can be no assurance as to the market price of any Junior Subordinated Debentures that may be distributed to the holders of Capital Securities.

PAYMENT AND PAYING AGENTS

The Company initially will act as Paying Agent with respect to the Junior Subordinated Debentures except that, if the Junior Subordinated Debentures are distributed to the holders of the Capital Securities in liquidation of such holders' interests in the Trust, the Indenture Trustee will act as the Paying Agent. The Company at any time may designate additional Paying Agents or rescind the designation of any Paying Agent or approve a change in the office through which any Paying Agent acts, except that the Company will be required to maintain a Paying Agent at the place of payment.

Any moneys deposited with the Indenture Trustee or any Paying Agent, or then held by the Company in trust, for the payment of the principal of and premium, if any, or interest on any Junior Subordinated Debentures and remaining unclaimed for two years after such principal and premium, if any, or interest has become due and payable shall, at the request of the Company, be repaid to the Company and the holder of such Junior Subordinated Debentures shall thereafter look, as a general unsecured creditor, only to the Company for payment thereof.

GOVERNING LAW

The Indenture and the Junior Subordinated Debentures will be governed by and construed in accordance with the laws of the State of New York.

DEFEASANCE AND DISCHARGE

The Indenture provides that the Company, at the Company's option: (a) will be discharged from any and all obligations in respect of the Junior Subordinated Debentures (except for certain obligations to

register the transfer or exchange of Junior Subordinated Debentures, replace stolen, lost or mutilated Junior Subordinated Debentures, maintain paying agencies and hold moneys for payment in trust) or (b) need not comply with certain restrictive covenants of the Indenture, in each case if the Company deposits, in trust with the Indenture Trustee, money or U.S. Government Obligations which through the payment of interest thereon and principal thereof in accordance with their terms will provide money, in an amount sufficient to pay all the principal of, and interest and premium, if any, on the Junior Subordinated Debentures on the dates such payments are due in accordance with the terms of such Junior Subordinated Debentures. To exercise any such option, the Company is required to deliver to the Indenture Trustee and the Defeasance Agent, if any, an opinion of counsel to the effect that (i) the deposit and related defeasance would not cause the holders of the Junior Subordinated Debentures to recognize income, gain or loss for U.S. federal income tax purposes and, in the case of a discharge pursuant to clause (a), such opinion shall be accompanied by a private letter ruling to the effect received by the Company from the United States Internal Service or revenue ruling pertaining to a comparable form of transaction to the effect published by the United States Internal Revenue Service, and (ii) if listed on any national securities exchange, such Junior Subordinated Debentures would not be delisted from such exchange as a result of the exercise of such option.

INFORMATION CONCERNING THE INDENTURE TRUSTEE

The Indenture Trustee shall have and be subject to all the duties and responsibilities specified with respect to an indenture trustee under the Trust Indenture Act. Subject to such provisions, the Indenture Trustee is under no obligation to exercise any of the powers vested in it by the Indenture at the request of any holder of Junior Subordinated Debentures, unless offered reasonable indemnity by such holder against the costs, expenses and liabilities which might be incurred thereby. The Indenture Trustee is not required to expend or risk its own funds or otherwise incur personal financial liability in the performance of its duties if the Indenture Trustee reasonably believes that repayment or adequate indemnity is not reasonably assured to it.

DESCRIPTION OF GUARANTEE

The Guarantee will be executed and delivered by the Company concurrently with the issuance by the Trust of the Capital Securities for the benefit of the holders from time to time of such Capital Securities. The Chase Manhattan Bank will act as indenture trustee ("Guarantee Trustee") under the Guarantee for the purposes of compliance with the Trust Indenture Act and the Guarantee will be qualified as an Indenture under the Trust Indenture Act. This summary of certain provisions of the Guarantee does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the Guarantee, including the definitions therein of certain terms, and the Trust Indenture Act. The form of the Guarantee has been filed as an exhibit to the Registration Statement of which this Prospectus forms a part. The Guarantee Trustee will hold the Guarantee for the benefit of the holders of the Capital Securities.

GENERAL

The Company will irrevocably and unconditionally agree to pay in full on a subordinated basis, to the extent set forth herein, the Guarantee Payments (as defined below) to the holders of the Capital Securities, as and when due, regardless of any defense, right of set-off or counterclaim that the Trust may have or assert other than the defense of payment. The following payments with respect to the Capital Securities, to the extent not paid by or on behalf of the Trust (the "Guarantee Payments"), will be subject to the Guarantee: (i) any accumulated and unpaid Distributions required to be paid on the Capital Securities, to the extent that the Trust has funds on hand available therefor at the time, (ii) the Redemption Price with respect to any Capital Securities called for redemption, to the extent that the Trust has funds on hand available therefor at such time, or (iii) upon a voluntary or involuntary dissolution, winding up or

liquidation of the Trust (unless the Junior Subordinated Debentures are distributed to holders of the Capital Securities), the lesser of (a) the aggregate of the liquidation amount and all accrued and unpaid Distributions to the date of payment and (b) the amount of assets of the Trust remaining available for distribution to holders of Capital Securities. The Company's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the Company to the holders of the applicable Capital Securities or by causing the Trust to pay such amounts to such holders.

The Guarantee will be an irrevocable guarantee on a subordinated basis of the Trust's obligations under the Capital Securities, but will apply only to the extent that the Trust has funds on hand available to make such payments, and is not a guarantee of collection.

If the Company does not make interest payments on the Junior Subordinated Debentures held by the Trust, the Trust will not be able to pay Distributions on the Capital Securities and will not have funds legally available therefor. The Guarantee will rank subordinate and junior in right of payment to all general liabilities of the Company. See "--Status of the Guarantee." The Guarantee does not limit the incurrence or issuance of other secured or unsecured debt of the Company, whether under the Indenture or any existing or other indenture that the Company may enter into in the future or otherwise.

The Company has, through the Guarantee, the Junior Subordinated Debentures and the Indenture, taken together, fully and unconditionally guaranteed all of the Trust's obligations under the Capital Securities. No single document standing alone or operating in conjunction with fewer than all of the other documents constitutes such guarantee. It is only the combined operation of these documents that has the effect of providing a full and unconditional guarantee of the Trust's obligations under the Capital Securities. See "Relationship Among the Capital Securities, the Junior Subordinated Debentures and the Guarantee--General."

STATUS OF THE GUARANTEE

The Guarantee will constitute an unsecured obligation of the Company and will rank subordinate and junior in right of payment to all Senior Indebtedness of the Company. The Guarantee (unlike the Indenture) does not place a limitation on the amount of additional Senior Indebtedness that may be incurred by the Company.

The Guarantee will constitute a guarantee of payment and not of collection (i.e., the guaranteed party may institute a legal proceeding directly against the Guarantor to enforce its rights under the Guarantee without first instituting a legal proceeding against any other person or entity). The Guarantee will be held for the benefit of the holders of the Capital Securities. The Guarantee will not be discharged except by payment of the Guarantee Payments in full to the extent not paid by the Trust or upon distribution of the Junior Subordinated Debentures to the holders of the Capital Securities in exchange for all of the Capital Securities.

The obligations of the Company under the Guarantee will be structurally subordinated to all liabilities and obligations of the Company's subsidiaries. See "Risk Factors--Limited Sources for Payments on Junior Subordinated Debentures and Non-Banking Activities."

AMENDMENTS AND ASSIGNMENT

Except with respect to any changes that do not materially adversely affect the rights of holders of the Capital Securities (in which case no vote will be required), the Guarantee may not be amended without the prior approval of the holders of not less than a majority of the aggregate liquidation amount of the outstanding Capital Securities. The manner of obtaining any such approval will be as set forth under "Description of Capital Securities--Voting Rights; Amendment of the Declaration." All guarantees and

agreements contained in the Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the Company and shall inure to the benefit of the holders of the Capital Securities then outstanding.

EVENTS OF DEFAULT

An event of default under the Guarantee will occur upon the failure of the Company to perform any of its payment or other obligations thereunder. The holders of not less than a majority in aggregate liquidation amount of the Capital Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Guarantee Trustee in respect of the Guarantee or to direct the exercise of any trust or power conferred upon the Guarantee Trustee under the Guarantee.

Any holder of the Capital Securities may institute a legal proceeding directly against the Company to enforce its rights under the Guarantee without first instituting a legal proceeding against the Trust, the Guarantee Trustee or any other person or entity.

The Company, as guarantor, is required to file annually with the Guarantee Trustee a certificate as to whether or not the Company is in compliance with all the conditions and covenants applicable to it under the Guarantee.

INFORMATION CONCERNING THE GUARANTEE TRUSTEE

The Guarantee Trustee, other than during the occurrence and continuance of a default by the Company in performance of the Guarantee, undertakes to perform only such duties as are specifically set forth in each Guarantee and, after default with respect to the Guarantee, must exercise the same degree of care and skill as a prudent person would exercise or use in the conduct of his or her own affairs. Subject to this provision, the Guarantee Trustee is under no obligation to exercise any of the powers vested in it by the Guarantee at the request of any holder of any Capital Security unless it is offered reasonable indemnity against the costs, expenses and liabilities that might be incurred thereby.

TERMINATION OF THE GUARANTEE

The Guarantee will terminate and be of no further force and effect upon full payment of the Redemption Price of the Capital Securities, upon full payment of the amounts payable upon liquidation of the Trust or upon distribution of Junior Subordinated Debentures to the holders of the Capital Securities in exchange for all of the Capital Securities. The Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any holder of the Capital Securities must restore payment of any sums paid under the Capital Securities or the Guarantee.

GOVERNING LAW

The Guarantee will be governed by and construed in accordance with the laws of the State of New York.

RELATIONSHIP AMONG THE CAPITAL SECURITIES,
THE JUNIOR SUBORDINATED DEBENTURES AND THE GUARANTEE

Payments of Distributions and other amounts due on the Capital Securities (to the extent the Trust has funds available for the payment of such Distributions and other amounts) are irrevocably guaranteed by the Company as and to the extent set forth under "Description of Guarantee." If and to the extent that the Company does not make payments under the Junior Subordinated Debentures, the Trust will not pay Distributions or other amounts due on the Capital Securities. The Guarantee does not cover payment of Distributions when the Trust does not have sufficient funds to pay such Distributions. In such event, a holder of Capital Securities may institute a legal proceeding directly against the Company to enforce payment of such Distributions to such holder after the respective due dates. Taken together, the Company's obligations under the Junior Subordinated Debentures, the Indenture and the Guarantee provide, in the aggregate, a full and unconditional guarantee of payments of distributions and other amounts due on the Capital Securities. No single document standing alone or operating in conjunction with fewer than all of the other documents constitutes such guarantee. It is only the combined operation of these documents that has the effect of providing a full and unconditional guarantee of the Trust's obligations under the Capital Securities. The obligations of the Company under the Guarantee and the Junior Subordinated Debentures are subordinate and junior in right of payment to all Senior Indebtedness of the Company.

SUFFICIENCY OF PAYMENTS

As long as payments of interest and other payments are made when due on the Junior Subordinated Debentures, such payments will be sufficient to cover Distributions and other payments due on the Capital Securities, primarily because (i) the aggregate principal amount of the Junior Subordinated Debentures will be equal to the sum of the aggregate stated liquidation amount of the Capital Securities and the Common Securities; (ii) the interest rate and interest and other payment dates on the Junior Subordinated Debentures will match the Distribution rate and Distribution and other payment dates for the related Capital Securities; (iii) the Company shall pay for all and any costs, expenses and liabilities of the Trust except the Trust's obligations under the Capital Securities; and (iv) the Declaration further provides that the Trust will not engage in any activity that is not consistent with the limited purposes of the Trust.

Notwithstanding anything to the contrary in the Indenture, the Company has the right to set-off any payment it is otherwise required to make thereunder with and to the extent the Company has theretofore made, or is concurrently on the date of such payment making, a payment under the Guarantee.

ENFORCEMENT RIGHTS OF HOLDERS OF CAPITAL SECURITIES

A holder of Capital Securities may institute a legal proceeding directly against the Company to enforce its rights under the Guarantee without first instituting a legal proceeding against the Guarantee Trustee, the Trust or any other person or entity.

A default or event of default under any Senior Indebtedness of the Company will not constitute a default or Indenture Event of Default. In addition, in the event of payment defaults under, or acceleration of, Senior Indebtedness of the Company, the subordination provisions of the Indenture provide that no payments may be made in respect of the Junior Subordinated Debentures until such Senior Indebtedness has been paid in full or any payment default thereunder has been cured or waived. Failure to make required payments on the Junior Subordinated Debentures would constitute an Indenture Event of Default under the Indenture.

LIMITED PURPOSE OF TRUST

The Capital Securities evidence a beneficial interest in the Trust, and the Trust exists for the sole purpose of issuing the Capital Securities and the Common Securities and investing the proceeds thereof in Junior Subordinated Debentures. A principal difference between the rights of a holder of a Capital Securities and a holder of a Junior Subordinated Debentures is that a holder of a Junior Subordinated

Debentures is entitled to receive from the Company the principal amount of and interest accrued on Junior Subordinated Debentures held, while a holder of Capital Securities is entitled to receive Distributions from the Trust (or from the Company under the Guarantee) if and to the extent the Trust has funds available for the payment of such Distributions.

RIGHTS UPON DISSOLUTION

Upon any voluntary or involuntary dissolution, winding-up or liquidation of the Trust involving the liquidation of the Junior Subordinated Debentures, and after satisfaction of creditors of the Trust, if any, as required by applicable law, the holders of the Capital Securities will be entitled to receive, out of assets held by the Trust, the liquidation distribution in cash. See "Description of Capital Securities-- Liquidation Distribution Upon Dissolution." Upon any voluntary or involuntary liquidation or bankruptcy of the Company, the Property Trustee, as holder of the Junior Subordinated Debentures, would be a subordinated creditor of the Company, subordinated in right of payment to all Senior Indebtedness, but entitled to receive payment in full of principal and interest before any stockholders of the Company receive payments or distributions. Since the Company is the guarantor under the Guarantee and has agreed to pay for all costs, expenses and liabilities of the Trust (other than the Trust's obligations to the holders of the Capital Securities), the positions of a holder of Capital Securities and a holder of the Junior Subordinated Debentures relative to other creditors and to stockholders of the Company in the event of liquidation or bankruptcy of the Company would be substantially the same.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

In the opinion of Elias, Matz, Tiernan & Herrick L.L.P., Washington, D.C., special United States federal income tax counsel to the Company and the Trust ("Tax Counsel"), the following summary accurately describes the material United States federal income tax consequences that may be relevant to the purchase, ownership and disposition of the Capital Securities. Unless otherwise stated, this summary deals only with Capital Securities held as capital assets by United States Persons (defined below) who purchase the Capital Securities upon original issuance at their original offering price. As used herein, a "United States Person" means (i) a person that is a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source, or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States fiduciaries have the authority to control all the substantial decisions of such trust. The tax treatment of a holder may vary depending on such holder's particular situation. This summary does not address all the tax consequences that may be relevant to a particular holder or to holders who may be subject to special tax treatment, such as banks, real estate investment trusts, regulated investment companies, insurance companies, dealers in securities or currencies, or tax-exempt investors. In addition, this summary does not include any description of any alternative minimum tax consequences or the tax laws of any state, local or foreign government that may be applicable to a holder of Capital Securities. This summary is based on the Code, the Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, as of the date hereof, all of which are subject to change, possibly on a retroactive basis.

The authorities on which this summary is based are subject to various interpretations and the opinions of Tax Counsel are not binding on the Internal Revenue Service ("IRS") or the courts, either of which could take a contrary position. Moreover, no rulings have been or will be sought from the IRS with respect to the transactions described herein. Accordingly, there can be no assurance that the IRS will not challenge the opinions expressed herein or that a court would not sustain such a challenge. Nevertheless, Tax Counsel has advised that it is of the view that, if challenged, the opinions expressed herein would be sustained by a court with jurisdiction in a properly presented case.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF

THE CAPITAL SECURITIES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN, AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN UNITED STATES FEDERAL OR OTHER TAX LAWS. FOR A DISCUSSION OF THE POSSIBLE REDEMPTION OF THE CAPITAL SECURITIES UPON THE OCCURRENCE OF CERTAIN TAX EVENTS SEE "DESCRIPTION OF CAPITAL SECURITIES--REDEMPTION--SPECIAL EVENT REDEMPTION OR DISTRIBUTION OF JUNIOR SUBORDINATED DEBENTURES."

CLASSIFICATION OF THE TRUST

In connection with the issuance of the Capital Securities, Tax Counsel is of the opinion that under current law and assuming full compliance with the terms of the Declaration, the Trust will be classified as a grantor trust and not as an association taxable as a corporation for United States federal income tax purposes. Accordingly, for United States federal income tax purposes, each beneficial owner (a "Holder") of Capital Securities will be treated as owning an undivided beneficial interest in the Junior Subordinated Debentures and, thus, will be required to include in gross income its pro rata share of OID that will accrue on the Junior Subordinated Debentures.

CLASSIFICATION OF THE JUNIOR SUBORDINATED DEBENTURES

In connection with the classification of the Junior Subordinated Debentures, Tax Counsel is of the opinion that such securities will be classified for United States federal income tax purposes as indebtedness of the Company under current law, and thus the payments designated as interest under the terms of the Junior Subordinated Debentures will be deductible by the Company for federal income tax purposes, and, by acceptance of a Capital Security, each Holder covenants to treat the Junior Subordinated Debentures as indebtedness of the Company for all United States tax purposes. No assurance can be given, however, that the IRS will not challenge such classification. The remainder of this discussion assumes that the Junior Subordinated Debentures will be classified as indebtedness of the Company for such purposes.

ORIGINAL ISSUE DISCOUNT

Under the Indenture, the Company has the right to defer the payment of stated interest on the Junior Subordinated Debentures at any time or from time to time for a period not exceeding 10 consecutive semi-annual periods with respect to each Extension Period, provided that no Extension Period may extend beyond the stated maturity of the Junior Subordinated Debentures. Because of this deferral option, all stated interest payable on the Junior Subordinated Debentures will be treated as OID for United States federal income tax purposes. Accordingly, a Holder will be required to include its allocable share of the stated interest on the Junior Subordinated Debentures in gross income (in the form of OID) on a daily economic accrual basis (using the constant-yield-to-maturity method described in Section 1272(a) of the Code) over the term of the Junior Subordinated Debentures (including any Extension Period), regardless of the Holder's method of tax accounting and in advance of receipt of the cash attributable to such income. (Subsequent uses of the term "interest" in this summary shall include income in the form of OID.)

As a result, during an Extension Period, Holders will include the stated interest on the Junior Subordinated Debentures in gross income in advance of the receipt of cash attributable to such interest income and any Holders who dispose of their Capital Securities prior to the record date for the payment of Distributions following such Extension Period will include the stated interest on the Junior Subordinated Debentures in gross income but will not receive any cash related thereto from the Trust. Any amount of OID included in gross income by a Holder (whether or not during an Extension Period) will increase such Holder's adjusted tax basis in its Capital Securities, and the amount of Distributions received by such Holder in respect of such Capital Securities will reduce such Holder's adjusted tax basis in such Capital Securities.

DISTRIBUTION OF JUNIOR SUBORDINATED DEBENTURES OR CASH UPON LIQUIDATION OF THE TRUST

As described under the caption "Description of Junior Subordinated Debentures--Distribution of Junior Subordinated Debentures," Junior Subordinated Debentures may be distributed to Holders in

exchange for the Capital Securities and in liquidation of the Trust. Under current law, such a distribution would be non-taxable, and will result in the Holder receiving directly its pro rata share of the Junior Subordinated Debentures previously held indirectly through the Trust, with a holding period and aggregate tax basis equal to the holding period and an aggregate tax basis such Holder had in its Capital Securities before such distribution. If, however, the liquidation of the Trust were to occur because the Trust is subject to United States federal income tax with respect to income accrued or received on the Junior Subordinated Debentures, the distribution of the Junior Subordinated Debentures to Holders would be a taxable event to the Trust and to each Holder and a Holder would recognize gain or loss as if the Holder had exchanged its Capital Securities for the Junior Subordinated Debentures it received upon liquidation of the Trust.

A Holder would accrue the OID in respect of the Junior Subordinated Debentures received from the Trust in the manner described above under "--Original Issue Discount."

Under certain circumstances described herein (see "Description of Capital Securities--Special Event Redemption or Distribution of Junior Subordinated Debentures"), the Junior Subordinated Debentures may be redeemed for cash, with the proceeds of such redemption distributed to Holders in redemption of their Capital Securities. Under current law, such a redemption would constitute a taxable disposition of the redeemed Capital Securities for United States federal income tax purposes, and a Holder would recognize gain or loss as if it sold such redeemed Capital Securities for cash. See "--Sales of Capital Securities."

SALES OF CAPITAL SECURITIES

A Holder that sells Capital Securities will recognize gain or loss equal to the difference between the amount realized by such Holder on the sale of the Capital Securities and the Holder's adjusted tax basis in the Capital Securities sold or redeemed. Such gain or loss generally will be taxable as a capital gain or loss and generally will be a long-term capital gain or loss if the Capital Securities have been held for more than one year. Subject to certain limited exceptions, capital losses cannot be applied to offset ordinary income for United States federal income tax purposes. The Taxpayer Relief Act of 1997 generally reduces the United States federal income tax rates on capital gains recognized by individuals upon the sale or other taxable disposition of capital assets that such individuals have held for more than 18 months at the time of such sale or disposition. Holders are advised to consult with their own tax advisors regarding the application of these provisions of the Taxpayer Relief Act of 1997 in their particular circumstances.

NON-UNITED STATES HOLDERS

As used herein, the term "Non-United States Holder" means any Holder that is not a United States Person (as defined above). As discussed above, the Capital Securities will be treated as evidence of an indirect beneficial ownership interest in the Junior Subordinated Debentures. See "--Classification of the Trust." Thus, assuming the Junior Subordinated Debentures are classified as indebtedness of the Company for United States federal income tax purposes, under present United States federal income tax law, and subject to the discussion below concerning backup withholding:

(a) no withholding of United States federal income tax will be required with respect to the payment by the Company or any paying agent of principal or interest (which for purposes of this discussion includes any OID) with respect to the Capital Securities (or on the Junior Subordinated Debentures) to a Non-United States Holder, provided (i) that the beneficial owner of the Capital Securities ("Beneficial Owner") does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote within the meaning of section 871(h)(3) of the Code and the regulations thereunder, (ii) the Beneficial Owner is not a controlled foreign corporation that is related to the Company through stock ownership, (iii) the Beneficial Owner is not a bank whose receipt of interest with respect to the Capital Securities (or on the Junior Subordinated Debentures) is described in section 881(c)(3)(A) of the Code and (iv) the Beneficial Owner satisfies the statement requirement (described generally below) set forth in section 871(h) and section 881(c) of the Code and the regulations thereunder; and

(b) no withholding of United States federal income tax will be required with respect to any gain realized by a Non-United States Holder upon the sale or other disposition of the Capital Securities (or the Junior Subordinated Debentures).

To satisfy the requirement referred to in (a)(iv) above, the Beneficial Owner, or a financial institution holding the Capital Securities (or the Junior Subordinated Debentures) on behalf of such owner, must provide, in accordance with specified procedures, to the Trust or its paying agent, a statement to the effect that the Beneficial Owner is not a United States Holder. Pursuant to current temporary Treasury regulations, these requirements will be met if (1) the Beneficial Owner provides his name and address, and certifies, under penalties of perjury, that it is not a United States person (which certification may be made on an IRS Form W-8 (or successor form)) or (2) a financial institution holding the Capital Securities (or the Junior Subordinated Debentures) on behalf of the Beneficial Owner certifies, under penalties of perjury, that such statement has been received by it and furnishes a paying agent with a copy thereof.

If a Non-United States Holder cannot satisfy the requirements of the "portfolio interest" exception described in (a) above, payments of premium, if any, and interest (including any OID) made to such Non-United States Holder will be subject to a 30% withholding tax unless the Beneficial Owner provides the Company or its paying agent, as the case may be, with a properly executed (1) IRS Form 1001 (or successor form) claiming an exemption from, or a reduction of, such withholding tax under the benefit of a United States income tax treaty or (2) IRS Form 4224 (or successor form) stating that interest paid with respect to the Capital Securities (or on the Junior Subordinated Debentures) is not subject to withholding tax because it is effectively connected with the Beneficial Owner's conduct of a trade or business in the United States.

If a Non-United States Holder is engaged in a trade or business in the United States and interest paid with respect to the Capital Securities (or on the Junior Subordinated Debentures) is effectively connected with the conduct of such trade or business, the Non-United States Holder, although exempt from the withholding tax discussed above, will be subject to United States federal income tax on such interest income on a net income basis in the same manner as if it were a United States Person. In addition, if such Non-United States Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits for the taxable year, subject to adjustments. For this purpose, such interest income would be included in such foreign corporation's earnings and profits.

Any gain realized upon the sale or other disposition of the Capital Securities (or the Junior Subordinated Debentures) generally will not be subject to United States federal income tax unless (i) such gain is effectively connected with a trade or business in the United States of the Non-United States Holder, (ii) in the case of a Non-United States Holder who is an individual, such individual is present in the United States for 183 days or more in the taxable year of such sale, exchange or retirement, and certain other conditions are met, and (iii) in the case of any gain representing accrued interest on the Junior Subordinated Debentures, the requirements described above are not satisfied.

The discussion set forth herein assumes that the Junior Subordinated Debentures will be classified as indebtedness for United States federal income tax purposes. If, however, the Internal Revenue Service were to assert successfully that, under current law, the Junior Subordinated Debentures should be classified as equity (rather than indebtedness) of the Company for such purpose (or if the Junior Subordinated Debentures were classified as equity under the Administration's Proposal discussed above), the income derived by Non-United States Holders on the Capital Securities (or the Junior Subordinated Debentures) would be characterized as dividend (rather than interest) income to the extent of the Company's current and accumulated earnings and profits. Dividend income is not eligible for the "portfolio interest" exception described in (a) above. Consequently, in this instance, Non-United States Holders would be subject to a 30% United States federal withholding tax on the gross income derived by a Non-United States Holder on the Capital Securities (or the Junior Subordinated Debentures) unless a reduction or elimination of such tax was available under an applicable United States tax treaty or such

income was effectively connected with a trade or business carried on in the United States by such Non-United States Holder.

INFORMATION REPORTING AND BACKUP WITHHOLDING

Income on the Capital Securities (or on the Junior Subordinated Debentures) held of record by United States Holders (other than corporations and other exempt holders) will be reported annually to such holders and to the IRS. The Regular Trustees currently intend to deliver such reports to holders of record prior to January 31 following each calendar year. It is anticipated that persons who hold Capital Securities (or on the Junior Subordinated Debentures) as nominees for beneficial holders will report the required tax information to beneficial holders on Form 1099.

"Backup withholding" at a rate of 31% will apply to payments of interest with respect to the Capital Securities (or on the Junior Subordinated Debentures) paid to non-exempt United States Persons unless the Holder furnishes its taxpayer identification number in the manner prescribed in applicable Treasury regulations, certifies that such number is correct, certifies as to no loss of exemption from backup withholding and meets certain other conditions.

No information reporting or backup withholding will be required with respect to payments made by the Trust or any paying agent to Non-United States Holders if a statement described in (a)(iv) under "Non-United States Holders" has been received and the payor does not have actual knowledge that the beneficial owner is a United States person.

In addition, backup withholding and information reporting will not apply if payments of the principal, interest, OID or premium with respect to the Capital Securities (or on the Junior Subordinated Debentures) are paid or collected by a foreign office of a custodian, nominee or other foreign agent on behalf of the Beneficial Owner, or if a foreign office of a broker (as defined in applicable Treasury regulations) pays the proceeds of the sale of the Capital Securities to the owner thereof. If, however, such nominee, custodian, agent or broker is, for United States federal income tax purposes, a United States person, a controlled foreign corporation or a foreign person that derives 50% or more of its gross income for certain periods from the conduct of a trade or business in the United States, such payments will not be subject to backup withholding but will be subject to information reporting, unless (1) such custodian, nominee, agent or broker has documentary evidence in its records that the Beneficial Owner is not a United States person and certain other conditions are met or (2) the Beneficial Owner otherwise establishes an exemption.

Payment of the proceeds from disposition of Capital Securities (or the Junior Subordinated Debentures) to or through a United States office of a broker is subject to information reporting and backup withholding unless the holder or beneficial owner establishes an exemption from information reporting and backup withholding.

Any amounts withheld from a Holder of the Capital Securities (or the Junior Subordinated Debentures) under the backup withholding rules will be allowed as a refund or a credit against such holder's United States federal income tax liability, provided the required information is furnished to the IRS.

UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement, the Company and the Trust have agreed that the Trust will sell to each of the Underwriters named below, and each of such Underwriters, for whom Lehman Brothers Inc., Friedman, Billings, Ramsey & Co., Inc. and Morgan Stanley & Co. Incorporated are acting as representatives (the "Representatives"), have severally agreed to

purchase from the Trust the respective liquidation amount of Capital Securities set forth opposite its name below:

	LIQUIDATION AMOUNT OF CAPITAL SECURITIES
Lehman Brothers Inc.....	
Friedman, Billings, Ramsey & Co., Inc.....	
Morgan Stanley & Co. Incorporated.....	
Total.....	\$ 125,000,000

Under the terms and conditions set forth in the Underwriting Agreement, the Underwriters are committed to take and pay for all such Capital Securities offered hereby, if any are taken.

The Underwriters propose to offer the Capital Securities in part directly to the public at the initial public offering price set forth on the cover page of this Prospectus and in part to certain securities dealers at such price less a concession of \$ per Capital Security. The Underwriters may allow, and such dealers may realow, a concession not to exceed \$ per Capital Security to certain brokers and dealers. After the Capital Securities are released for sale to the public, the offering price and other selling terms may from time to time be varied by the Representatives.

In view of the fact that the proceeds from the sale of the Capital Securities will be used to purchase the Junior Subordinated Debentures issued by the Company, the Underwriting Agreement provides that the Company will pay as Underwriters' Compensation for the Underwriters' arranging the investment therein of such proceeds an amount of \$ per Capital Security for the accounts of the several Underwriters.

The Company and the Trust have agreed that, during the period beginning from the date of the Underwriting Agreement and continuing to and including the earlier of (i) the termination of trading restrictions on the Capital Securities, as communicated to the Company by the Representatives, and (ii) 90 days following the Closing Date, they will not offer, sell, contract to sell or otherwise dispose of any additional securities of the Trust or the Company substantially similar to the Capital Securities or any securities convertible into or exchangeable for or that represent the right to receive any such similar securities, without the consent of Lehman Brothers Inc., on behalf of the Representatives.

Because NASD Regulation, Inc. (the "NASD") views the Capital Securities offered hereby as interests in a direct participation program, this offering is being made in compliance with Rule 2810 of the NASD Conduct Rules. Offers and sales of the Capital Securities will be made only to (i) "qualified institutional buyers," as defined in Rule 144A under the Securities Act, and (ii) institutional "accredited investors," as defined in Rule 501(a)(1)-(3) of Regulation D under the Securities Act. The Underwriters will not confirm sales to any accounts over which they exercise discretionary authority without the prior written approval of the transaction by the customer.

Prior to this offering, there has been no public market for the Capital Securities. Each of the Representatives has advised the Company that it intends to make a market in the Capital Securities but it is not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of or the existence of the trading market for the Capital Securities.

The Company and the Trust have agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

Certain of the Underwriters or their affiliates have provided from time to time, and expect to provide in the future, investment or commercial banking services to the Company and its affiliates, for which such Underwriters or their affiliates have received or will receive customary fees and commissions.

LEGAL MATTERS

The validity of the Junior Subordinated Debentures and the Guarantee will be passed upon for the Company and the Trust by Elias, Matz, Tiernan & Herrick L.L.P., Washington, D.C. and for the Underwriters by Simpson Thacher & Bartlett (a partnership which includes professional corporations), New York, New York. Certain United States federal income taxation matters also will be passed upon for the Company and the Trust by Elias, Matz, Tiernan & Herrick L.L.P., Washington, D.C. Certain matters of Delaware law relating to the validity of the Capital Securities will be passed upon for the Trust and the Company by Richards, Layton & Finger, Wilmington, Delaware. Elias, Matz, Tiernan & Herrick L.L.P. will rely on the opinion of Simpson Thacher & Bartlett as to matters of New York law.

EXPERTS

The consolidated financial statements of Ocwen Financial Corporation as of December 31, 1996 and 1995 and for each of the three years in the period ended December 31, 1996 and the financial statements of BCBF, L.L.C. as of December 31, 1996 and for the period March 13, 1996 through December 31, 1996, included in the Prospectus have been so included in reliance on the reports of Price Waterhouse LLP, independent certified public accountants, given upon the authority of said firm as experts in auditing and accounting.

Ocwen Financial Corporation:

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors and Stockholders
of Ocwen Financial Corporation

In our opinion, the accompanying consolidated statements of financial condition and the related consolidated statements of operations, of changes in stockholders' equity and of cash flows present fairly, in all material respects, the financial position of Ocwen Financial Corporation and its subsidiaries (the "Company") at December 31, 1996 and 1995, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles. 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 of these statements in accordance with generally accepted auditing standards which 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, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

/s/ PRICE WATERHOUSE LLP

PRICE WATERHOUSE LLP

Fort Lauderdale, Florida
January 21, 1997

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

	DECEMBER 31,	
	1996	1995
ASSETS		
Cash and amounts due from depository institutions.....	\$ 6,878	\$ 4,200
Interest bearing deposits.....	13,341	50,432
Federal funds sold and repurchase agreements.....	32,000	--
Securities held for trading.....	75,606	--
Securities available for sale, at market value.....	354,005	337,480
Loans available for sale, at lower of cost or market.....	126,366	251,790
Investment securities, net.....	8,901	18,665
Loan portfolio, net.....	402,582	295,605
Discounted loan portfolio, net.....	1,060,953	669,771
Principal, interest and dividends receivable.....	16,821	12,636
Investments in low income housing tax credit interests.....	93,309	81,362
Investment in joint venture.....	67,909	--
Real estate owned, net.....	103,704	166,556
Investment in real estate.....	41,033	11,957
Premises and equipment, net.....	14,619	13,402
Income taxes receivable.....	15,115	1,005
Deferred tax asset.....	5,860	22,263
Other assets.....	44,683	36,466
	-----	-----
	\$ 2,483,685	\$ 1,973,590
	-----	-----
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Deposits.....	\$ 1,919,742	\$ 1,501,646
Advances from the Federal Home Loan Bank.....	399	70,399
Securities sold under agreements to repurchase.....	74,546	84,761
Notes, debentures and other interest bearing obligations.....	225,573	117,054
Accrued expenses, payables and other liabilities.....	59,829	60,183
	-----	-----
Total liabilities.....	2,280,089	1,834,043
	-----	-----
COMMITMENTS AND CONTINGENCIES		
Stockholders' equity:		
Preferred stock, \$.01 par value; 20,000,000 shares authorized;0 shares issued and outstanding.....	--	--
Common stock, \$.01 par value; 200,000,000 shares authorized; 26,744,170 and 23,812,270 shares issued and outstanding at December 31, 1996 and 1995, respectively.....	267	238
Additional paid-in capital.....	23,258	10,449
Retained earnings.....	180,417	130,275
Unrealized gain (loss) on securities available for sale, net of taxes.....	3,486	(1,415)
Notes receivable on exercise of common stock options.....	(3,832)	--
	-----	-----
Total stockholders' equity.....	203,596	139,547
	-----	-----
	\$ 2,483,685	\$ 1,973,590
	-----	-----

The accompanying notes are an integral part of these consolidated financial statements.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

	FOR THE YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Interest income:			
Federal funds sold and repurchase agreements.....	\$ 4,681	\$ 3,502	\$ 8,861
Securities available for sale.....	26,932	18,391	27,988
Securities held for trading.....	1,216	--	--
Loans available for sale.....	17,092	15,608	19,353
Mortgage-related securities held for investment.....	--	4,313	6,930
Loans.....	36,818	15,430	5,924
Discounted loans.....	103,165	75,998	52,560
Investment securities and other.....	3,990	4,033	9,842
	193,894	137,275	131,458
Interest expense:			
Deposits.....	93,773	71,853	44,961
Securities sold under agreements to repurchase.....	1,101	951	10,416
Securities sold but not yet purchased.....	--	1,142	2,780
Advances from the Federal Home Loan Bank.....	4,053	1,126	1,232
Notes, debentures and other interest bearing obligations.....	17,233	8,988	3,209
	116,160	84,060	62,598
Net interest income before provision for loan losses.....	77,734	53,215	68,860
Provision for loan losses.....	22,450	1,121	--
Net interest income after provision for loan losses.....	55,284	52,094	68,860
Non-interest income:			
Servicing fees and other charges.....	4,682	2,870	4,786
Gains on sales of interest earning assets, net.....	21,682	6,955	5,727
Gains from sale of branch offices.....	--	5,430	62,600
Income on real estate owned, net.....	3,827	9,540	5,995
Gain on sale of real estate held for investment.....	--	4,658	--
Other income.....	7,084	1,727	2,467
	37,275	31,180	81,575
Non-interest expense:			
Compensation and employee benefits.....	38,357	23,787	42,395
Occupancy and equipment.....	8,921	8,360	11,537
Amortization of excess cost over net assets acquired.....	--	--	1,346
Hotel operations (income) expense, net.....	(453)	337	(723)
Savings Association Insurance Fund recapitalization assessment.....	7,140	--	--
Other operating expenses.....	15,613	13,089	14,303
	69,578	45,573	68,858
Equity in earnings of investment in joint venture.....	38,320	--	--
Income from continuing operations before income taxes.....	61,301	37,701	81,577
Income tax expense.....	11,159	4,562	29,724
Income from continuing operations.....	50,142	33,139	51,853
Discontinued operations:			
Loss from operations of discontinued divisions to September 30, 1995 net of tax benefits of \$2,321 and \$2,227 for 1995 and 1994, respectively.....	--	(4,468)	(4,514)
Loss on disposal of divisions, net of tax benefit of \$1,776.....	--	(3,204)	--
Net income.....	\$ 50,142	\$ 25,467	\$ 47,339
Earnings per share:			
Income from continuing operations.....	\$ 1.88	\$ 1.19	\$ 1.52
Discontinued operations, net of tax benefit.....	--	(0.28)	(0.13)
Net income.....	\$ 1.88	\$ 0.91	\$ 1.39
Weighted average common shares outstanding.....	26,689,441	27,769,080	34,084,160

The accompanying notes are an integral part of these consolidated financial statements

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)
FOR THE YEARS ENDED DECEMBER 31, 1994, 1995 AND 1996

	COMMON STOCK		ADDITIONAL	RETAINED	UNREALIZED GAIN (LOSS) ON SECURITIES AVAILABLE FOR SALE, NET OF TAXES	NOTES RECEIVABLE ON EXERCISE OF COMMON STOCK OPTIONS	TOTAL
	SHARES	AMOUNT	PAID-IN CAPITAL	EARNINGS			
Balances at December 31, 1993.....	32,195,040	\$322	\$13,726	\$94,891	\$ 2,892	\$--	\$111,831
Net income.....	--	--	--	47,339	--	--	47,339
Repurchase of common stock options.....	--	--	(73)	--	--	--	(73)
Repurchase of common stock....	(330)	--	(1)	--	--	--	(1)
Change in unrealized gain (loss) on securities available for sale, net of tax benefit.....	--	--	--	--	(5,713)	--	(5,713)
Balances at December 31, 1994.....	32,194,710	322	13,652	142,230	(2,821)	--	153,383
Net income.....	--	--	--	25,467	--	--	25,467
Repurchase of common stock options.....	--	--	(132)	--	--	--	(132)
Exercise of common stock options....	432,620	4	1,416	--	--	--	1,420
Repurchase of common stock....	(8,815,060)	(88)	(4,487)	(37,422)	--	--	(41,997)
Change in unrealized gain (loss) on securities available for sale, net of taxes.....	--	--	--	--	1,406	--	1,406
Balances at December 31, 1995.....	23,812,270	238	10,449	130,275	(1,415)	--	139,547
Net income.....	--	--	--	50,142	--	--	50,142
Repurchase of common stock options.....	--	--	(177)	--	--	--	(177)
Exercise of common stock options....	2,928,830	29	12,963	--	--	--	12,992
Directors compensation payable in common stock.....	3,070	--	23	--	--	--	23
Notes receivable on exercise of common stock options.....	--	--	--	--	--	(3,832)	(3,832)
Change in unrealized gain (loss) on securities available for sale, net of taxes.....	--	--	--	--	4,901	--	4,901
Balances at December 31, 1996.....	26,744,170	\$267	\$23,258	\$180,417	\$ 3,486	\$(3,832)	\$203,596

The accompanying notes are an integral part of these consolidated financial statements

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(DOLLARS IN THOUSANDS)

	FOR THE YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Cash flows from operating activities:			
Net income.....	\$ 50,142	\$ 25,467	\$ 47,339
Adjustments to reconcile net income to net cash provided (used) by operating activities:			
Net cash (used) provided from trading activities.....	(60,881)	2,949	4,118
Proceeds from sales of loans available for sale.....	397,606	100,104	383,673
Purchases of loans available for sale.....	(295,054)	(271,210)	(510,362)
Origination of loans available for sale.....	(9,447)	(2,829)	(39,546)
Principal payments received on loans available for sale.....	26,689	10,103	36,966
Amortization of excess of costs over net assets acquired.....	--	--	1,346
Premium amortization (discount accretion), net.....	11,640	(2,401)	(8,268)
Depreciation and amortization.....	7,646	3,755	4,877
Provision for loan losses.....	22,450	1,121	--
Loss on sales of premises and equipment.....	97	3,002	--
Gains on sales of interest earning assets, net.....	(21,682)	(6,955)	(5,727)
Gain on sale of low income housing tax credit interests.....	(4,861)	--	--
Gain on sale of real estate owned, net.....	(2,464)	(8,496)	(12,234)
Gain on sales of branch offices.....	--	(5,430)	(62,600)
Gain on sale of hotel.....	--	(4,658)	--
(Increase) decrease in principal, interest and dividends receivable.....	(2,277)	(6,484)	5,710
(Increase) decrease in income taxes receivable.....	(14,110)	(11,030)	16,473
(Increase) decrease in deferred tax asset.....	16,403	(1,568)	(799)
(Increase) decrease in other assets.....	(20,303)	(13,189)	8,841
(Decrease) increase in accrued expenses, payables and other liabilities.....	(226)	(1,677)	21,386
Net cash provided (used) in operating activities.....	101,368	(189,426)	(108,807)
Cash flows from investing activities:			
Proceeds from sales of securities available for sale.....	175,857	836,247	877,911
Purchases of securities available for sale.....	(233,858)	(934,179)	(511,694)
Maturities of and principal payments received on securities available for sale.....	28,756	21,639	115,357
Purchase of securities held for investment.....	(276)	--	(4,804)
Maturities of and principal payments received on securities held for investments.....	10,006	17,545	44,133
Proceeds from sale of low income housing tax credit interests.....	24,667	--	--
Proceeds from sale of hotel.....	--	25,193	--
Purchases of low income housing tax credit interests.....	(34,240)	(29,280)	(31,821)
Proceeds from sales of discounted loans and loans held for investment.....	205,499	38,942	35,161
Purchase of discounted loans.....	(925,850)	(547,987)	(543,982)
Purchase of loans held for investment.....	(305)	(35,073)	--
Originations of loans held for investment.....	(237,220)	(235,527)	(29,013)
Investment in joint venture.....	(67,909)	--	--
Principal payments received on discounted loans and loans held for investment.....	364,128	251,485	188,850
Purchase of and capital improvements to real estate held for investment.....	(29,946)	--	--

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
(DOLLARS IN THOUSANDS)

	FOR THE YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Proceeds from sales of real estate owned.....	169,084	148,225	129,671
Purchases of real estate owned in connection with discounted loan purchases...	(1,628)	(24,617)	(38,071)
Additions to premises and equipment.....	(5,243)	(12,207)	(7,438)
Other, net.....	227	5,067	10,262
Net cash (used) provided by investing activities.....	(558,251)	(474,527)	234,522
Cash flows from financing activities:			
Increase in deposits.....	414,728	585,335	1,065,300
Proceeds from issuance of notes and debentures.....	125,000	107,615	--
Payment of debt issuance costs.....	(5,252)	(3,301)	--
Sales of deposits.....	--	(111,686)	(909,315)
Premium received on sales of deposits.....	--	5,492	66,595
Advances from the Federal Home Loan Bank.....	76,000	170,000	17,000
Payments on advances from the Federal Home Loan Bank.....	(146,000)	(105,000)	(69,000)
Increase (decrease) in securities sold under agreements to repurchase.....	(10,215)	84,761	(276,095)
Payments and repurchase of notes and mortgages payable.....	(8,798)	(10,672)	(22,270)
Loans to executive officers, net.....	(3,832)	--	--
Exercise of common stock options.....	12,993	1,420	--
Repurchase of common stock options and common stock.....	(177)	(42,129)	(74)
Other.....	23	--	--
Net cash provided (used) by financing activities.....	454,470	681,835	(127,859)
Net (decrease) increase in cash and cash equivalents.....	(2,413)	17,882	(2,144)
Cash and cash equivalents at beginning of year.....	54,632	36,750	38,894
Cash and cash equivalents at end of year.....	\$ 52,219	\$ 54,632	\$ 36,750
Reconciliation of cash and cash equivalents at end of year:			
Cash and amounts due from depository institutions.....	\$ 6,878	\$ 4,200	\$ 32,954
Interest bearing deposits.....	13,341	50,432	3,796
Federal funds sold and repurchase agreements.....	32,000	--	--
	\$ 52,219	\$ 54,632	\$ 36,750
Supplemental disclosure of cash flow information:			
Cash paid during the year for:			
Interest.....	\$ 115,015	\$ 72,626	\$ 58,174
Income taxes.....	\$ 4,725	\$ 12,858	\$ 11,170
Supplemental schedule of non-cash investing and financing activities:			
Exchange of discount loans and loans available for sale for securities.....	\$ 357,628	\$ 83,875	\$ 346,588
Real estate owned acquired through foreclosure.....	\$ 102,140	\$ 185,001	\$ 136,764
Transfer of mortgage-related securities from held for investment to available for sale.....	\$ --	\$ 73,706	\$ --

The accompanying notes are an integral part of these consolidated financial statements

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 1996, 1995 AND 1994

(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

Ocwen Financial Corporation (the "Company") is a financial services holding company engaged primarily in the acquisition, servicing and resolution of non-performing and underperforming mortgage loans ("Discounted Loans"), multi-family residential and commercial real estate lending activities, single-family residential lending activities involving non-conforming borrowers and various investment activities including mortgage related securities, low income housing tax credit interests and hotels. The Company owns directly and indirectly all of the outstanding common and preferred stock of its primary subsidiaries, Ocwen Federal Bank FSB, formerly Berkeley Federal Bank & Trust FSB (the "Bank") and Investors Mortgage Insurance Holding Company ("IMI"), which are included in the Company's consolidated financial statements. All significant intercompany transactions and balances have been eliminated in consolidation.

The Bank is a federally chartered savings bank regulated by the Office of Thrift Supervision ("OTS"). IMI's primary subsidiaries are engaged in hotel operations and other real estate related ventures.

RECLASSIFICATION

Certain amounts included in the 1995 and 1994 consolidated financial statements have been reclassified in order to conform to the 1996 presentation.

CONSOLIDATED STATEMENTS OF CASH FLOWS

For purposes of reporting cash flows, cash and cash equivalents include cash on hand, interest bearing and non-interest bearing deposits, and all highly liquid debt instruments purchased with an original maturity of three months or less. Cash flows associated with items intended as hedges of identifiable transactions or events are classified in the same category as the cash flows from the items being hedged.

TRADING ACTIVITIES

From time to time the Company purchases investment and mortgage-backed and related securities into its trading account. In addition, securities acquired and sold shortly thereafter resulting from the securitization of loans available for sale are accounted for as the sale of loans and the purchase and sale of trading securities. Securities held for trading purposes are carried at market value with the unrealized gains or losses included in gains on sales of interest earning assets, net.

SECURITIES AVAILABLE FOR SALE

Certain U.S. Treasury securities, mortgage-backed securities and mortgage-related securities are designated as assets available for sale because the Company does not intend to hold them to maturity. Securities available for sale are carried at market value with the net unrealized gains or losses reported as a separate component of stockholders' equity. Unrealized losses on securities that reflect a decline in value which is other than temporary, if any, are charged to earnings. At disposition the realized net gain or loss is included in earnings on a specific identification basis. The amortization of premiums and accretion of

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994

(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

discounts are computed using the interest method after considering actual and estimated prepayment rates, if applicable. Actual prepayment experience is periodically reviewed and effective yields are recalculated when differences arise between prepayments originally anticipated and amounts actually received plus anticipated future prepayments.

During December 1995, in conjunction with a transition provision provided by the Financial Accounting Standards Board pertaining to the classification of securities in accordance with Statement of Financial Accounting Standards ("SFAS") No. 115, "Accounting for Certain Investments in Debt and Equity Securities", the Company transferred all of its mortgage-related securities held for investment, with a book value of \$75,194 and a market value of \$73,706 to securities available for sale.

INVESTMENTS AND MORTGAGE-RELATED SECURITIES HELD FOR INVESTMENT

Investments and mortgage-related securities held for investment are stated at cost, adjusted for amortization of premiums and accretion of discounts, because the Company has the ability and the intent to hold them to maturity. Unrealized losses on securities that reflect a decline in value which is other than temporary, if any, are charged to earnings. The amortization of premiums and accretion of discounts are computed using the interest method after considering actual and estimated prepayment rates, if applicable. Actual prepayment experience is periodically reviewed and effective yields are recalculated when differences arise between prepayments originally anticipated and amounts actually received plus anticipated future prepayments.

LOAN AVAILABLE FOR SALE AND HELD FOR INVESTMENT

Loans originated or purchased by the Company which the Company presently does not intend to hold to maturity are designated as loans available for sale upon origination or purchase and are stated at the lower of cost, after considering deferred loan fees and costs, or aggregate market value. Upon the sale of a loan, any unamortized deferred loan fees, net of costs, are included in the gain or loss on sale of interest earning assets. Gains and losses on disposal of such assets are computed on a specific identification basis.

Loans held for investment are stated at amortized cost, less an allowance for loan losses, because the Company has the ability and the intent to hold them to maturity.

Interest income is accrued as it is earned. Loans are placed on non-accrual status after being delinquent greater than 89 days, or earlier if the borrower is deemed by management to be unable to continue performance. When a loan is placed on non-accrual status, interest accrued but not received is reversed. While a loan is on non-accrual status, interest is recognized only as cash is received. Loans are returned to accrual status only when the loan is reinstated and ultimate collectibility of future interest is no longer in doubt.

Loan origination fees and certain direct loan origination costs are deferred and recognized over the lives of the related loans as a yield adjustment and included in interest income using the interest method applied on a loan-by-loan basis.

ALLOWANCE FOR ESTIMATED LOAN LOSSES ON LOAN PORTFOLIO

The allowance for estimated loan losses is maintained at a level that management, based upon an evaluation of known and inherent risks in the portfolio, considers adequate to provide for potential losses.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994

(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

Specific valuation allowances are established for impaired loans in the amount by which the carrying value, before allowance for estimated losses, exceeds the fair value of collateral less costs to dispose on an individual loan basis, except for single family residential mortgage loans and consumer loans which are generally evaluated for impairment as homogeneous pools of loans. The Company considers a loan to be impaired when, based upon current information and events, it believes that it is probable that the Company will be unable to collect all amounts due according to the contractual terms of the loan agreement on a timely basis. The Company measures these impaired loans at the fair value of the loans' underlying collateral less estimated disposal costs. Impaired loans may be left on accrual status during the period the Company is pursuing repayment of the loan. These loans are placed on non-accrual status at such time that the loans either: (i) become 90 days delinquent; or (ii) the Company determines the borrower is incapable of, or has ceased efforts toward, curing the cause of the impairment. Impairment losses are recognized through an increase in the allowance for loan losses and a corresponding charge to the provision for loan losses. When an impaired loan is either sold, transferred to REO or charged off, any related valuation allowance is credited to the allowance for loan losses. Charge-offs occur when loans, or a portion thereof, are considered uncollectible and of such little value that their continuance as bankable assets is not warranted. General valuation allowances are also established for the inherent risks in the loan portfolio which have occurred but have yet to be specifically identified. Management's periodic evaluation of the allowance for estimated loan losses is based upon an analysis of the portfolio, historical loss experience, economic conditions and trends, collateral values and other relevant factors. Future adjustments to the allowance may be necessary if economic conditions and trends, collateral values and other relevant factors differ substantially from the assumptions used in making the evaluation.

DISCOUNTED LOAN PORTFOLIO

Certain mortgage loans, for which the borrower is not current as to principal and interest payments or which there is a reason to believe the borrower will be unable to continue to make its scheduled principal and interest payments are acquired at a discount. The acquisition cost for a pool of loans is allocated to each individual loan within the pool based upon the Company's pricing methodology. The discount associated with single family residential mortgage loans is recognized as a yield adjustment and included in interest income using the interest method applied on a loan-by-loan basis to the extent the timing and amount of cash flows can be reasonably determined. For those single family residential mortgage loans which are brought current by the borrower and certain multi-family and commercial real estate loans which are current and the Company believes will remain current, the remaining unamortized discount is accreted to income as a yield adjustment using the interest method over the contractual maturity of the loan. For all other loans, interest is reported as cash is received. Gains on the repayment and discharging of loans are reported as interest income. In situations where the collateral is foreclosed upon, the loans are transferred to real estate owned upon receipt of title to the property and accretion of the related discount is discontinued.

REAL ESTATE OWNED

Properties acquired through foreclosure are valued at the lower of the adjusted cost basis of the loan or fair value less estimated costs of disposal of the property at the date of foreclosure. Properties held are periodically re-evaluated to determine that they are being carried at the lower of cost or fair value less estimated costs to dispose. Sales proceeds and related costs are recognized with passage of title to the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994

(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

buyer and, in cases where the Company finances the sale, receipt of sufficient down payment. Rental income related to properties is reported as income as earned. Holding and maintenance costs related to properties are reported as period costs as incurred. No depreciation expense related to properties has been recorded. Decreases in market value of foreclosed real estate subsequent to foreclosure are recognized as a valuation allowance on a property specific basis. Subsequent increases in market value of the foreclosed real estate are reflected as reductions in the valuation allowance, but not below zero. Such changes in the valuation allowance are charged or credited to income.

VALUATION ALLOWANCES ON DISCOUNTED LOANS AND REAL ESTATE OWNED

Beginning in the first quarter of 1996 the Company, as requested by the OTS, began recording general valuation allowances on discounted loans and real estate owned to reflect the inherent losses which may have occurred but have yet to be specifically identified. Management has established the valuation allowances based upon historical loss experience, economic conditions and trends, collateral values and other relevant factors. Also beginning in 1996, the Company began recording losses and charge-offs on discounted loans against the allowance for loan losses. Previously these amounts were deducted from interest income.

INVESTMENT IN REAL ESTATE

In conjunction with its multi-family and commercial lending business activity, the Company has made certain acquisition, development and construction loans in which the Company participates in the residual profits of the underlying real estate and the borrower has not made an equity contribution substantial to the overall project. As such, the Company accounts for these loans under the equity method of accounting as though it has made an investment in a real estate limited partnership.

The Company also has invested indirectly, through its IMI subsidiaries, in certain hotel properties. Net operating income from the hotel properties including depreciation expense is recorded as part of non-interest income.

INVESTMENTS IN LOW INCOME HOUSING TAX CREDIT INTERESTS

Low income housing tax credit partnerships own multi-family residential properties which have been allocated tax credits under the Internal Revenue Code. The obligations of the partnership to sustain qualifying status of the properties covers a 15-year period; however, tax credits accrue over a 10-year period on a straight-line basis. Investments by the Company in low income housing tax credit partnerships made on or after May 18, 1995 in which the Company invests solely as a limited partner are accounted for using the equity method in accordance with the consensus of the Emerging Issues Task Force through issue number 94-1. For the Company's limited partnership investments made prior to this date, the Company records its receipt of income tax credits and other tax benefits on a level yield basis over the 15-year obligation period and reports the tax credits and tax benefits net of amortization of its investment in the limited partnership as a reduction of income tax expense. Low income housing tax credit partnerships in which the Company has invested as a limited partner, and through a subsidiary, acts as the general partner are presented on a consolidated basis. For all investments in low income housing tax credit partnerships made after May 18, 1995, the Company capitalizes interest expense and certain direct costs incurred during the pre-operating period.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994

(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

EXCESS OF COST OVER NET ASSETS ACQUIRED

On February 17, 1988, the Company acquired 100% of the common stock of First Federal Savings Bank (of Delaware). Through 1994 the excess of cost over net assets acquired was being amortized over the estimated periods benefited. As of December 31, 1994, the remaining depository branches acquired in 1988, along with certain other branches subsequently acquired, were sold, and the unamortized excess of cost over net assets acquired of \$9,135 was retired and charged against the gain recorded on the sale of branch offices.

PREMISES AND EQUIPMENT

Premises and equipment are carried at cost and, except for land, are depreciated over their estimated useful lives on the straight-line method. The estimated useful lives of the related assets range from 3 to 10 years.

INTEREST RATE RISK MANAGEMENT ACTIVITIES

The Company manages its exposure to interest rate movements by seeking to match asset and liability balances within maturity categories, both directly and through the use of derivative financial instruments. These derivative instruments include interest rate swaps ("swaps") and interest rate futures contracts that are designated and effective as hedges, as well as swaps that are designated and effective in modifying the interest rate and/or maturity characteristics of specified assets or liabilities.

The net interest received or paid on swaps is reflected as interest income or expense of the related hedged position. Gains and losses resulting from the termination of swaps are recognized over the shorter of the remaining contract lives of the swaps or the lives of the related hedged positions or, if the hedged positions are sold, are recognized in the current period as gains on sales of interest earning assets, net. Gains and losses on futures contracts are deferred and amortized over the terms of the related assets or liabilities and reflected as interest income or expense of the related hedged positions. If the hedged positions are sold, any unamortized deferred gains or losses on futures contracts are recognized in the current period as gains on sales of interest earning assets, net.

Interest rate contracts used in connection with the securities portfolio designated as available for sale are carried at fair value with gains and losses, net of applicable taxes, reported in a separate component of stockholders' equity, consistent with the reporting of unrealized gains and losses on such securities.

INCOME TAXES

The Company files consolidated Federal income tax returns with its subsidiaries. Consolidated income tax is allocated among the subsidiaries participating in the consolidated returns as if each subsidiary of the Company which has one or more subsidiaries filed its own consolidated return.

The Company accounts for income taxes using the asset and liability method which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities. Additionally, deferred taxes are adjusted for subsequent tax rate changes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994

(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

INVESTMENT IN JOINT VENTURE

In March 1996, the Company and BlackRock Capital Finance L.P. ("BlackRock") formed BCBF, L.L.C. (the "LLC"), a limited liability corporation, to acquire loans from the U.S. Department of Housing and Urban Development ("HUD"). The Company and BlackRock each own 50% of the LLC.

The Company's investment in the LLC is accounted for under the equity method of accounting. Under the equity method of accounting, an investment in the shares or other interests of an investee is initially recorded at the cost of the shares or interests acquired and thereafter is periodically increased (decreased) by the investor's proportionate share of the earnings (losses) of the investee and decreased by all dividends received by the investor from the investee.

The Company services all loans on behalf of the LLC for a fee, and all intercompany transactions between the Company and the LLC are eliminated for financial reporting purposes to the extent of the Company's ownership in the LLC.

INVESTMENT MANAGEMENT AND TRUST ACTIVITIES

At December 31, 1996 and 1995 Ocwen Asset Management Inc. ("OAM"), a subsidiary of the Bank, had under management \$1,629 and \$48,229, respectively, of mortgage-backed and related securities and mortgage loans for an unaffiliated account. Such amounts are not included in the Company's consolidated statements of financial condition.

At December 31, 1996 and 1995 the Bank held \$0 and \$2,002, respectively, in investments in trust accounts for customers. Such amounts are not included in the Company's consolidated statements of financial condition.

RISKS AND UNCERTAINTIES

In the normal course of business, the Company encounters two significant types of risk: economic and regulatory. There are three main components of economic risk: interest rate risk, credit risk and market risk. The Company is subject to interest rate risk to the degree that its interest-bearing liabilities mature or reprice at different speeds, or different bases, than its interest earning assets. Credit risk is the risk of default on the Company's loan portfolio that results from a borrowers' inability or unwillingness to make contractually required payments. Market risk reflects changes in the value of loans held for sale, securities available for sale and purchased mortgage servicing rights due to changes in interest rates or other market factors including the rate of prepayments of principal and the value of the collateral underlying loans and the valuation of real estate held by the Company.

The Bank is subject to the regulations of various government agencies. These regulations can and do change significantly from period to period. The Bank also undergoes periodic examinations by the regulatory agencies, which may subject it to further changes with respect to asset valuations, amounts of required loss allowances and operating restrictions resulting from the regulators' judgments based on information available to them at the time of their examination.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Material estimates that are particularly susceptible to significant change in the near or medium term relate to the determination of the allowance for losses on loans and discounted loans.

RECENT ACCOUNTING STANDARDS

On January 1, 1996, the Company adopted SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of," which requires that long-lived assets to be held and used by an entity and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Additionally, SFAS No. 121 requires that long-lived assets and certain identifiable intangibles to be disposed of be reported at the lower of carrying amount or fair value less cost to sell, except for certain assets. The adoption of SFAS No. 121 did not have a material effect on the Company's financial condition or results of operations in 1996.

On January 1, 1996 the Company adopted SFAS No. 122, "Accounting for Mortgage Servicing Rights", which requires that an institution engaged in mortgage banking activities recognize as a separate asset rights to service mortgage loans for others, regardless of the manner in which those servicing rights are acquired. Upon sale or securitization of loans with servicing rights retained, the Company is required to capitalize the cost associated with the mortgage servicing rights based on their relative fair values. SFAS No. 122 also requires that an institution assess its capitalized mortgage servicing rights for impairment based on the fair value of those rights. Impairment is recognized through a valuation allowance. See Note 13 for disclosures regarding capitalized mortgage servicing rights as required by SFAS No. 122.

On January 1, 1996, the Company also adopted SFAS No. 123, "Accounting for Stock-Based Compensation", which requires that the fair value of employee stock-based compensation plans be recorded as a component of compensation expense in the statement of operations as of the date of grant of awards related to such plans or that the impact of such fair value on net income and earnings per share be disclosed on a pro forma basis in a footnote to financial statements for awards granted after December 15, 1994, if the accounting for such awards continues to be in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" (APB 25). The Company will continue such accounting under the provisions of APB 25 and has disclosed the pro forma information as required in Note 23.

In June 1996, SFAS No. 125, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities", was issued. SFAS No. 125 (i) sets forth the criteria for (a) determining when to recognize financial and servicing assets and liabilities; and (b) accounting for transfers of financial assets as sales or borrowings; and (ii) requires (a) liabilities and derivatives related to a transfer of financial assets to be recorded at fair value; (b) servicing assets and retained interests in transferred assets carrying amounts be determined by allocating carrying amounts based on fair value; (c) amortization of servicing assets and liabilities be in proportion to net servicing income; (d) impairment measurement based on fair value; and (e) pledged financial assets to be classified as collateral.

SFAS No. 125 provides implementation guidance for assessing isolation of transferred assets and for accounting for transfers of partial interests, servicing of financial assets, securitizations, transfers of sales-type and direct financing lease receivables, securities lending transactions, repurchase agreements including "dollar rolls", "wash sales", loan syndications and participations, risk participations in banker's

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

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acceptances, factoring arrangements, transfers of receivables with recourse and extinguishments of liabilities. In December 1996, the FASB issued SFAS No 127, "Deferral of the Effective Date of FASB Statement No. 125", which delayed implementation of certain provisions of SFAS 125. SFAS Nos. 125 and 127 are effective for fiscal years ending after December 15, 1996. The Company does not anticipate these Statements to have any material impact on the results of operations, financial position or cash flows as a result of implementing these Statements.

EARNINGS PER SHARE

Earnings per share is calculated based upon the weighted average number of shares of common stock outstanding during the year. The computation of the weighted average number of shares includes the impact of the exercise of the outstanding options to purchase common stock and assumes that the proceeds from such issuance are used to repurchase common shares at fair value.

NOTE 2 ACQUISITION AND DISPOSITION TRANSACTIONS

The LLC is a limited liability company formed in March 1996 between the Company and BlackRock Capital Finance L.P. On March 22, 1996, the LLC was notified by HUD that it was the successful bidder to purchase 16,196 single-family residential loans offered by HUD ("HUD Loans"). On April 10, 1996 the LLC consummated the acquisition of the HUD Loans.

At December 31, 1996, the Company's investment in the LLC amounted to \$67,909 and is net of valuations allowances of \$5,114. Because the LLC is a pass-through entity for federal income tax purposes, provisions for income taxes are established by each of the Company and its co-investor and not the LLC.

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Set forth below is the statement of financial condition of the LLC at December 31, 1996 and a statement of operations for the period from the date of formation of the LLC through December 31, 1996.

BCBF, L.L.C.
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 1996

Assets:	
Cash.....	\$ 10
Loans held for sale, at lower of cost or market value.....	110,702
Real estate owned, net of a valuation allowance of \$511.....	25,595
Other assets.....	10,526

	\$ 146,833

Liabilities and Owners' Equity	
Liabilities:	
Accrued expenses, payables and other liabilities.....	\$ 787

Total liabilities.....	787

Owners' Equity:	
Ocwen Federal Bank FSB.....	73,023
BlackRock Capital Finance L.P.....	73,023

Total owners' equity.....	146,046

	\$ 146,833

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BCBF, L.L.C.
STATEMENT OF OPERATIONS
FOR PERIOD MARCH 13, 1996 THROUGH DECEMBER 31, 1996

Interest income.....	\$ 38,647
Interest expense.....	18,503

Net interest income.....	20,144

Non-interest income:	
Gain on sale of discounted loans.....	71,156
Gain on sale of loan servicing rights.....	1,048
Loss on real estate owned.....	(130)
Loan fees.....	50

	72,124

Operating expenses:	
Loan servicing fees.....	5,743
Other loan expenses.....	273

	\$ 6,016

Net income.....	\$ 86,252

In October, 1996, the LLC securitized 9,825 loans with an unpaid principal balance of \$419,382 and past due interest of \$86,131 and a net book value of \$394,234. Proceeds from sales of loans by the LLC amounted to \$466,806 for the period ending December 31, 1996. The Company continues to service such loans and is paid a servicing fee.

The Company's equity in earnings of the LLC of \$38,320 includes 50% of the net income of the LLC before deduction of the Company's 50% share of loan servicing fees which are paid 100% to the Company, 50% of the gain on sale of loan servicing rights which the Company acquired from the LLC, \$7,614 in provision for losses on the equity investment in the joint venture and \$460 from gain on sale of future contracts used to hedge the loans securitized. The Company has recognized 50% of the loan servicing fees not eliminated in consolidation in servicing fees and other charges.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

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DISPOSITIONS

The Company sold two branches with deposit liabilities totaling \$111,686 as of November 17, 1995, and twenty-three branches with deposit liabilities totaling \$909,315 as of December 31, 1994. The components of the gain recorded on these transactions is summarized below:

	1995	1994
	-----	-----
Premium received on deposit liabilities sold.....	\$ 5,492	\$ 66,595
Difference between carrying value and face value of deposits sold.....	--	4,596
Retirement of excess of cost over net assets acquired, net.....	--	(9,135)
Net gain on sale of land, buildings, furniture, fixtures and equipment...	158	2,908
Broker's fee and other costs associated with the sale of the deposits....	(220)	(2,364)
	-----	-----
Gains on sales of branch offices.....	\$ 5,430	\$ 62,600
	-----	-----

Additionally, on October 4, 1995 the Company sold a hotel which it owned and operated for a gain of \$4,658.

NOTE 3 DISCONTINUED OPERATIONS

In September 1995, the Company announced its decisions to dispose of its automated banking division and related activities. As a result of these decisions, a loss of \$3,204, net of a tax benefit of \$1,776 was recorded consisting of a net loss of \$1,954 on the sale of assets and a loss of \$1,250, incurred from related operations until the sales and dispositions, both of which were substantially complete at December 31, 1995. The Company's consolidated statements of operations have been restated for all periods presented to reflect the discontinuance of these operations. Losses from operations of the discontinued division, net of tax, amounted to \$4,468 and \$4,514 for the nine months ended September 30, 1995 and the year ended December 31, 1994, respectively. Gross revenues from the automated banking division and related activities for the years ended December 31, 1995 and 1994 amounted to \$1,822 and \$1,768, respectively.

NOTE 4 FAIR VALUE OF FINANCIAL INSTRUMENTS

Substantially all of the Company's assets, liabilities and off-balance sheet instruments and commitments are considered financial instruments. For the majority of the Company's financial instruments, principally loans and deposits, fair values are not readily available since there are no available trading markets as characterized by current exchanges between willing parties. Accordingly, fair values can only be derived or estimated using various valuation techniques, such as computing the present value of estimated future cash flows using discount rates commensurate with the risks involved. However, the determination of estimated future cash flows is inherently subjective and imprecise. In addition, for those financial instruments with option-related features, prepayment assumptions are incorporated into the valuation techniques. It should be noted that minor changes in assumptions or estimation methodologies can have a material effect on these derived or estimated fair values.

The fair values reflected below are indicative of the interest rate environments as of December 31, 1996 and 1995 and do not take into consideration the effects of interest rate fluctuations. In different

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interest rate environments, fair value results can differ significantly, especially for certain fixed-rate financial instruments and non-accrual assets. In addition, the fair values presented do not attempt to estimate the value of the Company's fee generating businesses and anticipated future business activities. In other words, they do not represent the Company's value as a going concern. Furthermore, the differences between the carrying amounts and the fair values presented may not be realized because, except as indicated, the Company generally intends to hold these financial instruments to maturity and realize their recorded values.

Reasonable comparability of fair values among financial institutions is difficult due to the wide range of permitted valuation techniques and numerous estimates that must be made in the absence of secondary market prices. This lack of objective pricing standards introduces a degree of subjectivity to these derived or estimated fair values. Therefore, while disclosure of estimated fair values of financial instruments is required, readers are cautioned in using this data for purposes of evaluating the financial condition of the Company.

The methodologies used and key assumptions made to estimate fair value, the estimated fair values determined and recorded carrying values follow:

CASH AND CASH EQUIVALENTS

Cash and cash equivalents have been valued at their carrying amounts as these are reasonable estimates of fair value given the relatively short period of time between origination of the instruments and their expected realization.

INVESTMENTS AND MORTGAGE-BACKED AND RELATED SECURITIES

For investments and mortgage-backed and related securities, fair value equals quoted price, if available. For securities for which a quoted market price is not available, fair value is estimated using quoted market prices for similar instruments.

LOANS AND DISCOUNTED LOANS

The fair value of performing whole loans is estimated based upon quoted market prices for similar whole loan pools. The fair value of the discounted loan portfolio is estimated based upon current market yields at which recent pools of similar mortgages have traded taking into consideration the timing and amount of expected cash flows.

LOW INCOME HOUSING TAX CREDIT INTERESTS

The fair value of the investments in low income housing tax credit interests is estimated by discounting the future tax benefits expected to be realized from these investments using discount rates at which similar investments were being made on or about the respective financial statement dates.

DEPOSITS

The fair value of demand deposits, savings accounts and money market deposits is the amount payable on demand at the reporting date. The fair value of fixed-maturity certificates of deposit is estimated by discounting the required cash payments at the market rates offered for deposits with similar maturities on or about the respective financial statement dates.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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BORROWINGS

The fair value of the Company's notes and debentures is based upon quoted market prices. The fair value of the Company's other borrowings is estimated based upon the discounted value of the future cash flows expected to be paid on such borrowings using estimated market discount rates that reflect the borrowings of others with similar terms and maturities.

RISK MANAGEMENT INSTRUMENTS

The fair value of interest rate swap agreements is the estimated amount that the Company would receive or pay to terminate the swap agreements at the reporting date taking into account interest rates and the credit worthiness of the swap counterparties on or about the respective financial statement dates. Market quotes are used to estimate the fair value of interest rate futures contracts.

LOAN COMMITMENTS

The fair value of loan commitments is estimated considering the difference between interest rates on or about the respective financial statement dates and the committed rates.

REAL ESTATE OWNED

Real estate, although not a financial instrument, is an integral part of the Company's business. The fair value of real estate is estimated based upon appraisals, broker price opinions and other standard industry valuation methods, less anticipated selling costs.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

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The carrying amounts and the estimated fair values of the Company's financial instruments and real estate owned are as follows:

	DECEMBER 31, 1996		DECEMBER 31, 1995	
	CARRYING AMOUNT	FAIR VALUE	CARRYING AMOUNT	FAIR VALUE
Financial assets:				
Cash and cash equivalents.....	\$ 52,219	\$ 52,219	\$ 54,632	\$ 54,632
Securities held for trading.....	75,606	75,606	--	--
Securities available for sale.....	354,005	354,005	337,480	337,480
Loans available for sale.....	126,366	128,784	251,790	253,854
Investment securities.....	8,901	8,901	18,665	18,657
Loan portfolio, net.....	402,582	410,934	295,605	300,075
Discounted loan portfolio, net.....	1,060,953	1,140,686	669,771	682,241
Investments in low income housing tax credit interest.....	93,309	113,850	81,362	94,238
Real estate owned, net.....	103,704	130,221	166,556	187,877
Financial liabilities:				
Deposits.....	1,919,742	1,934,717	1,501,646	1,488,668
Advances from the Federal Home Loan Bank.....	399	399	70,399	70,530
Securities sold under agreements to repurchase.....	74,546	74,546	84,761	84,761
Notes, debentures and other interest bearing obligations.....	225,573	246,511	117,054	120,398
Other:				
Loan commitments.....	194,128	194,128	54,405	54,405

NOTE 5 SECURITIES HELD FOR TRADING

The book and market values and gross unrealized gains and losses for the Company's securities held for trading at December 31, 1996 were as follows:

	BOOK VALUE	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	FAIR VALUE
Collateralized mortgage obligations.....	\$ 75,526	\$ --	\$ (140)	\$ 75,386
Futures contracts.....	--	220	--	220
	\$ 75,526	\$ 220	\$ (140)	\$ 75,606

The Company traded assets totaling \$373,723, \$93,942 and \$621,991 in aggregate sales proceeds during the years ended December 31, 1996, 1995 and 1994, respectively, resulting in realized net gains of \$14,645, \$2,949 and \$4,118 for the years ended December 31, 1996, 1995 and 1994, respectively. Unrealized gains on securities held for trading and included in gains on sales of interest earning assets amounted to \$80, \$0 and \$0, respectively, in 1996, 1995 and 1994.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

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NOTE 6 SECURITIES AND LOANS AVAILABLE FOR SALE

The amortized cost, fair value and gross unrealized gains and losses on the Company's securities and loans available for sale are as follows at the periods ended:

DECEMBER 31, 1996:	AMORTIZED COST	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	FAIR VALUE
Mortgage-related securities:				
Single family residential:				
AAA-rated collateralized mortgage obligations.....	\$ 74,224	\$ 227	\$ (516)	\$ 73,935
FHLMC interest only.....	46,735	963	(127)	47,571
FNMA interest only.....	48,573	1,315	(508)	49,380
AAA-rated interest only.....	1,166	27	(20)	1,173
Subordinates.....	15,550	3,614	--	19,164
REMIC residuals.....	19,211	1,349	--	20,560
Futures contracts.....	--	19	(1,940)	(1,921)
	205,459	7,514	(3,111)	209,862
Multi-family and commercial:				
AAA-rated interest only.....	82,996	1,353	(759)	83,590
Non-investment grade interest only.....	3,620	205	(26)	3,799
Subordinates.....	56,500	1,856	(822)	57,534
Futures contracts.....	--	--	(780)	(780)
	143,116	3,414	(2,387)	144,143
	\$ 348,575	\$ 10,928	\$ (5,498)	\$ 354,005
Loans:				
Single family residential.....	\$ 111,980	2,949	(970)	\$ 113,959
Multi-family.....	13,657	305	--	13,962
Consumer.....	729	142	(8)	863
	\$ 126,366	\$ 3,396	\$ (978)	\$ 128,784

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DECEMBER 31, 1995:	AMORTIZED COST	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	FAIR VALUE
Mortgage-related securities:				
Single family residential:				
AAA-rated collateralized mortgage obligations.....	\$ 140,304	\$ 9	\$ (1,482)	\$ 138,831
FHLMC interest only.....	2,217	--	(35)	2,182
FNMA interest only.....	10,080	--	(488)	9,592
FNMA principal only.....	8,104	114	--	8,218
Subordinates.....	27,410	--	(100)	27,310
Planned amortization class (PAC) residuals...	759	--	(185)	574
REMIC residuals.....	616	--	(144)	472
Futures contracts.....	--	168	(1,766)	(1,598)
	189,490	291	(4,200)	185,581
Multi-family and commercial:				
AAA-rated interest only.....	101,110	2,840	(18)	103,932
FNMA interest only.....	5,520	16	(275)	5,261
Subordinates.....	43,605	845	(1,496)	42,954
Futures contracts.....	--	--	(248)	(248)
	150,235	3,701	(2,037)	151,899
	\$ 339,725	\$ 3,992	\$ (6,237)	\$ 337,480
Loans:				
Single family residential.....	\$ 221,927	\$ 1,736	\$ --	\$ 223,663
Multi-family.....	28,694	314	--	29,008
Consumer.....	1,169	14	--	1,183
	\$ 251,790	\$ 2,064	\$ --	\$ 253,854

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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A profile of the maturities of securities available for sale at December 31, 1996 follows. Mortgage-backed securities are included based on their weighted-average maturities, reflecting anticipated future prepayments based on a consensus of dealers in the market.

	AMORTIZED COST	FAIR VALUE
	-----	-----
Due within one year.....	\$ 17,601	\$ 17,735
Due after 1 through 5 years.....	211,955	209,887
Due after 5 through 10 years.....	92,023	95,103
Due after 10 years.....	26,996	31,280
	-----	-----
	\$ 348,575	\$ 354,005
	-----	-----

Gross realized gains and losses, proceeds on sales, premiums amortized against and discounts accreted to income were as follows during the periods ended December 31:

	1996	1995	1994
	-----	-----	-----
Securities:			
Gross realized gains.....	\$ 4,323	\$ 1,266	\$ 10,654
Gross realized losses.....	(3,757)	(2,079)	(7,999)
	-----	-----	-----
Net realized gains (losses).....	\$ 566	\$ (813)	\$ 2,655
	-----	-----	-----
Proceeds on sales.....	\$ 175,857	\$ 836,247	\$ 877,911
	-----	-----	-----
Premiums amortized against interest income.....	\$ 23,508	\$ 5,188	\$ 2,782
Discounts accreted to interest income.....	(3,261)	(3,135)	(553)
	-----	-----	-----
Net premium amortization.....	\$ 20,247	\$ 2,053	\$ 2,229
	-----	-----	-----
Loans:			
Gross realized gains.....	\$ 2,150	\$ 1,817	\$ 3,399
Gross realized losses.....	(3,152)	--	(806)
	-----	-----	-----
Net realized gains (losses).....	\$ (1,002)	\$ 1,817	\$ 2,593
	-----	-----	-----
Proceeds on sales.....	\$ 397,606	\$ 100,104	\$ 383,673
	-----	-----	-----

One security in the available for sale portfolio, with a market value of \$6,570, is pledged as collateral to the State of New Jersey in connection with the Bank's sales of certificates of deposit over \$100 to New Jersey municipalities. Additionally, certain mortgage-related securities are pledged as collateral for securities sold under agreements to repurchase (see Note 18).

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NOTE 7 INVESTMENT SECURITIES

The book and fair values and gross unrealized gains and losses on the Company's investment securities are as follows at December 31:

	BOOK VALUE	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	FAIR VALUE
1996:				
Federal Home Loan Bank stock.....	\$ 8,798	--	--	\$ 8,798
Limited partnership interests.....	103	--	--	103
	-----	-----	--	-----
	8,901	--	--	8,901
	-----	-----	--	-----
	-----	-----	--	-----
1995:				
U.S. Treasury securities.....	\$ 10,036	\$ --	\$ (8)	\$ 10,028
Federal Home Loan Bank stock.....	8,520	--	--	8,520
Limited partnership interests.....	109	--	--	109
	-----	-----	--	-----
	\$ 18,665	\$ --	\$ (8)	\$ 18,657
	-----	-----	--	-----
	-----	-----	--	-----

Premiums amortized against and discounts accreted to income on U.S. Treasury securities held for investment were as follows for the periods ended December 31:

	1996	1995	1994
	-----	-----	-----
Premiums amortized against interest income.....	\$ 36	\$ 289	\$ 324
Discounts accreted to interest income.....	--	--	(12)
	-----	-----	-----
Net premium amortization.....	\$ 36	\$ 289	\$ 312
	-----	-----	-----

Included in interest income on investment securities and other for the periods ended December 31, 1996, 1995 and 1994 are \$1,767, \$1,388 and \$5,654, respectively, of deferred fees accreted on tax residuals (see Note 21).

As a member of the FHLB system, the Bank is required to maintain an investment in the capital stock of the FHLB in an amount at least equal to the greater of 1% of residential mortgage assets, 5% of outstanding borrowings (advances) from the FHLB, or 0.3% of total assets. FHLB capital stock is generally pledged to secure FHLB advances.

NOTE 8 MORTGAGE-RELATED SECURITIES

In December 1995 the Company transferred all of its mortgage-related securities held for investment to its available for sale portfolio (see Note 1).

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Premiums amortized against and discounts accreted to interest income on mortgage-related securities were as follows for the periods ended December 31:

	1996	1995	1994
	-----	-----	-----
Premiums amortized against interest income.....	\$ --	\$ 652	\$ 1,043
Discounts accreted to interest income.....	--	(36)	(277)
	-----	-----	-----
Net premium amortization.....	\$ --	\$ 616	\$ 766
	-----	-----	-----

NOTE 9 LOAN PORTFOLIO

The Company's loan portfolio consisted of the following at December 31:

	1996	1995
	-----	-----
Carrying value:		
Single family residential.....	\$ 73,186	\$ 75,928
	-----	-----
Multi-family residential:		
Permanent.....	31,252	41,306
Construction.....	36,590	7,741
	-----	-----
Total multi-family residential.....	67,842	49,047
	-----	-----
Commercial real estate:		
Hotel:		
Permanent.....	173,947	125,791
Construction.....	26,364	--
Office.....	128,782	61,262
Land.....	2,332	24,904
Other.....	25,623	2,494
	-----	-----
Total commercial real estate.....	357,048	214,451
	-----	-----
Commercial non-mortgage.....	2,614	--
	-----	-----
Consumer.....	424	3,223
	-----	-----
Total loans.....	501,114	342,649
Undisbursed loan funds.....	(89,840)	(39,721)
Unaccreted discount.....	(5,169)	(5,376)
Allowance for loan losses.....	(3,523)	(1,947)
	-----	-----
Loans, net.....	\$ 402,582	\$ 295,605
	-----	-----

At December 31, 1996 the Company had \$6,407 of single family residential loans, \$2,310 of land loans and \$3,733 of multi-family residential loans outstanding, at market interest rates and terms, which were issued to facilitate the sale of the Company's real estate owned and real estate held for development.

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Included in the loan portfolio at December 31, 1996 and 1995 are \$315,871 and \$180,223 of loans in which the Company participates in the residual profits of the underlying real estate of which \$233,749 and \$142,139, respectively, have been funded. The Company records any residual profits as part of interest income when received.

The following table presents a summary of the Company's non-performing loans, allowance for loan losses and significant ratios as of and for the years ended December 31:

	1996	1995	1994
	-----	-----	-----
Non-performing loans:			
Single family residential.....	\$ 2,123	\$ 2,923	\$ 2,478
Multi-family.....	106	731	152
Consumer.....	55	202	29
	-----	-----	-----
	\$ 2,284	\$ 3,856	\$ 2,659
	-----	-----	-----
Allowance for loan losses:			
Balance, beginning of year.....	\$ 1,947	\$ 1,071	\$ 884
Provision for loan losses.....	1,872	1,121	--
Charge-offs.....	(296)	(263)	(472)
Recoveries.....	--	18	659
	-----	-----	-----
Balance, end of year.....	\$ 3,523	\$ 1,947	\$ 1,071
	-----	-----	-----
Significant ratios:			
Non-performing loans as a percentage of:			
Loans.....	0.56%	1.27%	4.35%
Total assets.....	0.09%	0.20%	0.21%
Allowance for loan losses as a percentage of:			
Loans.....	0.87%	0.65%	1.84%
Non-performing loans.....	154.24%	50.49%	40.28%
Net charge-offs (recoveries) as a percentage of			
average loans.....	0.09%	0.19%	(0.28)%

If non-accrual loans had been current in accordance with their original terms, interest income for the years ended December 31, 1996, 1995 and 1994 would have been approximately \$214, \$322 and \$207 higher, respectively. No interest has been accrued on loans greater than 89 days past due.

At December 31, 1996, the Company had no investment in impaired loans as defined in accordance with SFAS No. 114, and as amended by SFAS No. 118.

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The loan portfolio is geographically located throughout the United States. The following table sets forth the five states in which the largest amount of properties securing the Company's loans were located at December 31, 1996.

	SINGLE FAMILY RESIDENTIAL	MULTI- FAMILY RESIDENTIAL	COMMERCIAL REAL ESTATE	COMMERCIAL NON-MORTGAGE	CONSUMER	TOTAL
New York.....	\$ 7,644	\$ 34,115	\$ 76,326	\$ --	\$ --	\$ 118,085
Illinois.....	56	--	81,280	--	--	81,336
California.....	18,551	15,733	39,710	2,614	--	76,608
New Jersey.....	32,996	--	14,267	--	22	47,285
Georgia.....	--	--	30,114	--	--	30,114
Other.....	13,939	17,994	115,351	--	402	147,686
Total.....	\$ 73,186	\$ 67,842	\$ 357,048	\$ 2,614	\$ 424	\$ 501,114

NOTE 10 DISCOUNTED LOAN PORTFOLIO

The Company has acquired through private sales and auctions mortgage loans at a discount because the borrowers are either not current as to principal and interest payments or there is doubt as to the borrowers' ability to pay in full the contractual principal and interest. The Company estimates the amounts it will realize through foreclosure, collection efforts or other resolution of each loan and the length of time required to complete the collection process in determining the amounts it will bid to acquire such loans.

The resolution alternatives applied to the discounted loan portfolio are (i) the borrower brings the loan current in accordance with original or modified terms; (ii) the borrower repays the loan or a negotiated amount; (iii) the borrower agrees to a deed-in-lieu of foreclosure, in which case it is classified as real estate owned and held for sale by the Company and (iv) the Company forecloses on the loan and the property is either acquired at the foreclosure sale by a third party or by the Company, in which case it is classified as real estate owned and held for sale. The Company periodically reviews the discounted loan portfolio performance to ensure that nonperforming loans are carried at the lower of amortized cost or net realizable value of the underlying collateral and the remaining unaccreted discount is adjusted accordingly. Upon receipt of title to the property, the loans are transferred to real estate owned.

The Company's discounted loan portfolio consists of the following at December 31:

	CARRYING VALUE	
	1996	1995
Loan type:		
Single family residential.....	\$ 504,049	\$ 376,501
Multi-family residential.....	341,796	176,259
Commercial real estate.....	465,801	388,566
Other.....	2,753	2,203
Total discounted loans.....	1,314,399	943,529
Unaccreted discount.....	(241,908)	(273,758)
Allowance for loan losses.....	(11,538)	--
Discounted loans, net.....	\$ 1,060,953	\$ 669,771

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	DECEMBER 31,	
	1996	1995
Loan status:		
Past due less than 31 days.....	\$ 579,597	\$ 351,630
Past due 31 to 89 days.....	22,161	86,838
Past due 90 days or more.....	563,077	385,112
Acquired and servicing not yet transferred.....	149,564	119,949
	\$ 1,314,399	\$ 943,529

A summary of income on discounted loans is as follows for the years ended December 31:

	1996	1995	1994
Interest income:			
Realized.....	\$ 97,174	\$ 70,807	\$ 48,734
Accreted and unrealized.....	5,991	5,191	3,826
	\$ 103,165	\$ 75,998	\$ 52,560
Gains on sales:			
Realized gains on sales.....	\$ 7,393	\$ 6,008	\$ 890
Proceeds on sales.....	\$ 190,616	\$ 38,942	\$ 32,684

The following table sets forth the activity in the Company's gross discounted loan portfolio during the years ended December 31:

	1996	1995	1994
Principal balance, beginning of year.....	\$ 943,529	\$ 785,434	\$ 433,516
Acquisitions.....	1,110,887	791,195	826,391
Resolutions and repayments.....	(371,228)	(300,161)	(265,292)
Loans transferred to real estate owned.....	(138,543)	(281,344)	(171,300)
Sales.....	(230,246)	(51,595)	(37,881)
Principal balance, end of year.....	\$ 1,314,399	\$ 943,529	\$ 785,434

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The discounted loan portfolio is geographically located throughout the United States. The following table sets forth the five states in which the largest amount of properties securing the Company's discounted loans were located at December 31, 1996:

	SINGLE FAMILY RESIDENTIAL	MULTI-FAMILY RESIDENTIAL	COMMERCIAL REAL ESTATE AND OTHER	TOTAL
California.....	\$ 175,916	\$ 80,326	\$ 114,279	\$ 370,521
New Jersey.....	50,551	4,794	78,698	134,043
New York.....	76,290	12,688	40,176	129,154
Pennsylvania.....	8,856	97,062	4,430	110,348
Connecticut.....	39,591	62,953	2,284	104,828
Other.....	152,845	83,973	228,687	465,505
Total.....	\$ 504,049	\$ 341,796	\$ 468,554	\$ 1,314,399

The following schedule presents a summary of the Company's allowance for loan losses and significant ratios for its discounted loans as of and for the years ended December 31:

	1996	1995	1994
Allowance for loan losses:			
Balance, beginning of year.....	\$ --	\$ --	\$ --
Provision for loan losses.....	20,578	--	--
Charge-offs.....	(9,216)	--	--
Recoveries.....	176	--	--
Balance, end of year.....	\$ 11,538	\$ --	\$ --
Significant ratios:			
Allowances for loan losses as a percentage of discounted loan portfolio, net.....	1.09%	-%	-%
Net charge-offs (recoveries) as a percentage of average discounted loans.....	1.34%	-%	-%

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NOTE 11 REAL ESTATE OWNED

Real estate owned, net of allowance for losses, is held for sale and consists of the following at December 31:

	1996	1995
	-----	-----
Discounted loan portfolio:		
Single family residential.....	\$ 49,728	\$ 75,144
Multi-family residential.....	14,046	59,932
Commercial real estate.....	36,264	31,218
	-----	-----
Total discounted loan portfolio.....	100,038	166,294
Loan portfolio.....	592	262
Loans available for sale.....	3,074	--
	-----	-----
	\$ 103,704	\$ 166,556
	-----	-----

The following schedule presents the activity, in aggregate, in the valuation allowances on real estate owned for the years ended December 31:

	1996	1995	1994
	-----	-----	-----
Balance, beginning of year.....	\$ 4,606	\$ 3,937	\$ 2,455
Provision for losses.....	18,360	10,510	9,074
Charge-offs and sales.....	(11,473)	(9,841)	(7,592)
	-----	-----	-----
Balance, end of year.....	\$ 11,493	\$ 4,606	\$ 3,937
	-----	-----	-----

The following table sets forth the results of the Company's investment in real estate owned, which were primarily related to the discounted loan portfolio, during the years ended December 31:

	1996	1995	1994
	-----	-----	-----
Gains on sales.....	\$ 22,835	\$ 19,006	\$ 21,308
Provision for losses.....	(18,360)	(10,510)	(9,074)
Rental income (carrying costs), net.....	(648)	1,044	(6,239)
	-----	-----	-----
	\$ 3,827	\$ 9,540	\$ 5,995
	-----	-----	-----

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NOTE 12 INVESTMENT IN REAL ESTATE

	DECEMBER 31,	
	1996	1995
Loans accounted for as investments in real estate:		
Multi-family residential.....	\$ 24,946	\$ --
Hotels:		
Land.....	613	613
Building and leasehold improvements.....	14,874	11,402
Office and computer equipment.....	2,248	720
Less accumulated depreciation and amortization.....	(1,648)	(778)
	16,087	11,957
	\$ 41,033	\$ 11,957

During 1995, the Company sold one of the two hotels it owned and operated (see Note 2).

NOTE 13 MORTGAGE SERVICING RIGHTS

The Company services for other investors mortgage loans which it does not own. The total amount of such loans serviced for others was \$1,918,098 and \$361,608 at December 31, 1996 and 1995, respectively. Servicing fee income on such loans amounted to \$2,414, \$493 and \$231 for the years ended December 31, 1996, 1995 and 1994, respectively.

The unamortized balance of mortgage servicing rights, which are included in other assets, is as follows at December 31:

	1996	1995
Unamortized balance.....	\$ 4,048	\$ 3,433
Valuation allowance.....	(1,630)	--
	\$ 2,418	\$ 3,433

Periodically, the Company evaluates the recoverability of mortgage servicing rights based on the projected value of future net servicing income. Future prepayment rates are estimated based on current interest rates and various portfolio characteristics, including loan type, interest rate, and market prepayment estimates. If the estimated recovery is lower than the current amount of mortgage servicing rights, a reduction to mortgage servicing rights is recorded through an increase in the valuation allowance. Valuation allowances were established through charges to servicing fees and other charges during 1996 primarily as a result of higher than projected prepayment rates.

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NOTE 14 INVESTMENTS IN LOW INCOME HOUSING TAX CREDIT INTERESTS

The carrying value of the Company's investments in low income housing tax credit interests are as follows at December 31:

	1996	1995
	-----	-----
Investments solely as a limited partner made prior to May 18, 1995.....	\$ 55,595	\$ 58,911
Investments solely as a limited partner made on or after May 18, 1995.....	12,887	4,223
Investments as both a limited and, through subsidiaries, general partner.....	24,827	18,228
	-----	-----
	\$ 93,309	\$ 81,362
	-----	-----

The qualified affordable housing projects underlying the Company's investments in low income housing tax credit interests are geographically located throughout the United States. At December 31, 1996, the Company's largest single investment was \$15,402 which is in a project located in Fort Lauderdale, Florida.

Income on the Company's limited partnership investments made prior to May 18, 1995 is recorded under the level yield method as a reduction of income tax expense, and amounted to \$9,330, \$7,709 and \$5,410 for the years ended December 31, 1996, 1995 and 1994, respectively. Had these investments been accounted for under the equity method, net income would have been reduced by \$2,223, \$2,798 and \$2,742 for the years ended December 31, 1996, 1995 and 1994, respectively. For limited partnership investments made after May 18, 1995, and for investments as a limited and, through subsidiaries, general partner, the Company recorded a loss of \$636 from operations of the underlying real estate after depreciation, for the year ended December 31, 1996, and no income or expense for the years ended December 31, 1995 and 1994.

Other liabilities include \$9,105 and \$9,794 at December 31, 1996 and 1995, respectively, representing contractual obligations to fund certain limited partnerships which invest in low income housing tax credit interests.

Included in other income for the year ended December 31 1996 is a gain of \$4,861 on the sale of certain investments in low income housing tax credit interests which had a carrying value of \$19,806 at time of sale.

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NOTE 15 PREMISES AND EQUIPMENT

	DECEMBER 31,	
	1996	1995
Land.....	\$ 485	\$ 485
Leasehold improvements.....	5,999	5,672
Office and computer equipment.....	15,950	12,726
Other.....	--	347
Less accumulated depreciation and amortization.....	(7,815)	(5,828)
	\$ 14,619	\$ 13,402

NOTE 16 DEPOSITS

The Company's deposits consist of the following at December 31:

	1996		1995	
	WEIGHTED AVERAGE RATE	BOOK VALUE	WEIGHTED AVERAGE RATE	BOOK VALUE
Non-interest bearing deposits.....	-- %	\$ 96,563	-- %	\$ 48,482
NOW and money market checking accounts.....	2.99	22,208	3.37	17,147
Savings accounts.....	2.30	2,761	2.30	3,471
		121,532		69,100
Certificates of deposit.....	5.80	1,809,098		1,440,240
Unamortized deferred fees.....	5.47	(10,888)		(7,694)
		1,798,210	5.68	1,432,546
		\$ 1,919,742	5.46	\$ 1,501,646

At December 31, 1996 and 1995 certificates of deposit include \$1,572,081 and \$1,123,196 respectively, of deposits originated through national, regional and local investment banking firms which solicit deposits from their customers, all of which are non-cancelable. Additionally, at December 31, 1996 and 1995, \$147,488 and \$80,045, respectively, of certificates of deposit were issued on an uninsured basis. Non-interest bearing deposits include \$82,885 and \$37,686 of advance payments by borrowers for taxes and insurance and principal and interest collected but not yet remitted in accordance with loan servicing agreements at December 31, 1996 and 1995, respectively.

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The contractual maturity of the Company's certificates of deposit at December 31, 1996 follows:

Contractual Remaining Maturity:	
Within one year.....	\$ 916,056
Within two years.....	375,286
Within three years.....	222,477
Within four years.....	144,978
Within five years.....	138,744
Thereafter.....	669

	\$1,798,210

The amortization of the deferred fees of \$5,384, \$4,729 and \$1,606 for the years ended December 31, 1996, 1995 and 1994, respectively, and the accretion of the purchase accounting discount of \$0, \$0 and \$(2,991) for the years ended December 31, 1996, 1995 and 1994, respectively, are computed using the interest method and are included in interest expense on certificates of deposit. The interest expense by type of deposit account is as follows for the years ended December 31:

	1996	1995	1994
	-----	-----	-----
NOW accounts and money market checking.....	\$ 620	\$ 1,031	\$ 1,395
Savings.....	78	451	2,602
Certificates of deposit.....	93,075	70,371	40,964
	-----	-----	-----
	\$ 93,773	\$ 71,853	\$ 44,961
	-----	-----	-----
	-----	-----	-----

Accrued interest payable on deposits in the amount of \$18,249 and \$18,994 as of December 31, 1996 and 1995, respectively, is included in accrued expenses, payables and other liabilities.

NOTE 17 ADVANCES FROM THE FEDERAL HOME LOAN BANK ("FHLB")

Advances from the FHLB mature as follows:

	DECEMBER 31, 1996		DECEMBER 31, 1995	
	-----		-----	
DUE DATE	INTEREST RATE	BOOK VALUE	INTEREST RATE	BOOK VALUE
-----	-----	-----	-----	-----
1996.....	-- %	\$ --	5.83%	\$ 70,000
1997.....	7.02%	\$ 399	7.02%	\$ 399
		-----		-----
		\$ 399		\$ 70,399
		-----		-----
		-----		-----

Accrued interest payable on FHLB advances amounted to \$2 and \$297 as of December 31, 1996 and 1995, respectively, and is included in accrued expenses, payables and other liabilities. All interest rates are fixed by contract. Under the terms of its collateral agreement, the Company is required to maintain otherwise unencumbered qualifying assets with a fair market value ranging from 105% to 125% of FHLB advances depending on the type of collateral. At December 31, 1995 the Company's FHLB stock was pledged as additional collateral for these advances.

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NOTE 18 SECURITIES SOLD UNDER AGREEMENTS TO REPURCHASE

The Company periodically enters into sales of securities under agreements to repurchase the same securities (reverse repurchase agreements). Fixed coupon reverse repurchase agreements with maturities of three months or less are treated as financings, and the obligations to repurchase securities sold are reflected as a liability in the accompanying consolidated statements of financial condition. All securities underlying reverse repurchase agreements are reflected as assets in the accompanying consolidated statements of financial condition and are held in safekeeping by broker/dealers. For the years ended December 31, 1996, 1995 and 1994, interest rate swap agreements and Eurodollar futures contracts used for risk management purposes had the effect of increasing interest expense on securities sold under agreements to repurchase and certificates of deposit by \$0, \$261 and \$296, respectively.

	DECEMBER 31,		
	1996	1995	1994
Other information concerning securities sold under agreements to repurchase:			
Balance, end of year.....	\$ 74,546	\$ 84,761	\$ --
Accrued interest payable, end of year.....	\$ 12	\$ 153	\$ --
Weighted average interest rate, end of year.....	5.46%	5.70%	--%
Average balance during the year.....	\$ 19,581	\$ 16,754	\$ 254,457
Weighted average interest rate during the year.....	5.62%	5.68%	4.09%
Maximum month-end balance.....	\$ 84,321	\$ 84,761	\$ 537,629

Mortgage-related securities at amortized cost of \$75,526 and a market value of \$75,386 were posted as collateral for securities sold under agreements to repurchase at December 31, 1996.

NOTE 19 NOTES, DEBENTURES AND OTHER INTEREST BEARING OBLIGATIONS

Notes, debentures and other interest bearing obligations mature as follows:

	DECEMBER 31,	
	1996	1995
1996		
12% subordinated notes due January 2.....	\$ --	\$ 1,012
10.5% subordinated notes due May 1.....	--	7,615
	--	8,627
2003:		
12% mortgage loan due September 1.....	--	7,817
11.875% notes due October 1.....	125,000	--
2005:		
12% subordinated debentures due June 15.....	100,000	100,000
2014:		
0-8.5% mortgage loan due December 1.....	573	610
	\$ 225,573	\$ 117,054

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The notes which matured in 1996 were payable to current or former shareholders and executive officers.

On June 12, 1995 the Bank issued \$100,000 of 12% Subordinated Debentures due 2005 (the "Debentures") with interest payable semiannually on June 15 and December 15. The Debentures are unsecured general obligations of the Bank and are subordinated in right of payment to all existing and future senior debt.

The Debentures may not be redeemed prior to June 15, 2000, except as described below. On or after such date, the Debentures may be redeemed at any time at the option of the Bank, in whole or in part, together with accrued and unpaid interest, if any, on not less than 30 nor more than 60 days' notice at the following redemption prices (expressed as a percentage of the principal amount), if redeemed during the twelve month period beginning June 15 of the years indicated below:

YEAR	REDEMPTION PRICE
2000.....	105.333%
2001.....	104.000%
2002.....	102.667%
2003.....	101.333%
2004 and thereafter.....	100.000%

In addition, the Bank may redeem, at its option, up to \$35,000 principal amount of the Debentures at any time prior to June 15, 1998 with the net cash proceeds received by the Bank from one or more public equity offerings at a purchase price of 112.000% of the principal amount thereof, plus accrued and unpaid interest.

In connection with the issuance of the Debentures, the Bank incurred certain costs which have been capitalized and are being amortized on a straight-line basis over the expected life of the Debentures. The unamortized balance of these issuance costs amounted to \$2,745 and \$3,170, at December 31, 1996 and 1995, respectively, and is included in other assets. Accrued interest payable on the Debentures amounted to \$500 at December 31, 1996 and 1995 and is included in accrued expenses, payables and other liabilities.

On September 25, 1996 the Company completed the public offering of \$125,000 aggregate principal of 11.875% Notes due October 1, 2003 ("the Notes") with interest payable semi-annually on April 1 and October 1. The Notes are unsecured general obligations of the Company and are subordinated in right of payment to the claims of creditors of the Company and the Company's subsidiaries.

The Notes may not be redeemed prior to October 1, 2001 except as described below. On or after such date, the Notes may be redeemed at any time at the option of the Company, in whole or in part, at the following redemption prices (expressed as a percentage of the principal amount) plus accrued and unpaid interest, if redeemed during the twelve-month period beginning October 1 of the years indicated below:

YEAR	REDEMPTION PRICE
2001.....	105.938%
2002.....	102.969%

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In addition, the Company may redeem, at its option, up to 35% of the original aggregate principal amount of the Notes at any time and from time to time until October 1, 1999 with the net cash proceeds received by the Company from one or more public or private equity offerings at a redemption price of 111.875% of the principal amount thereof, plus accrued and unpaid interest.

The indenture governing the Notes requires the Company to maintain, at all times when the Notes are not rated in an investment grade category by one or more nationally recognized statistical rating organization unencumbered liquid assets with a value equal to 100% of the required interest payments due on the Notes on the next two succeeding semi-annual interest payment dates. The Company maintains a \$15,000 investment in repurchase agreements at December 31, 1996 that is restricted for purposes of meeting this liquidity requirement. The indenture further provides that the Company shall not sell, transfer or otherwise dispose of shares of common stock of the Bank or permit the Bank to issue, sell or otherwise dispose of shares of its common stock unless in either case the Bank remains a wholly-owned subsidiary of the Company.

Proceeds from the offering of the Notes amounted to approximately \$120,156 (net of underwriting discount). On September 30, 1996, the Company contributed \$50,000 of such proceeds to the Bank to support future growth. The remainder of the proceeds retained by the Company are available for general corporate purposes, with the exception of the liquidity maintenance requirement described above.

In connection with the issuance of the Notes, the Company incurred certain costs which have been capitalized and are being amortized on a straight-line basis over the life of the Notes. The unamortized balance of these issuance costs amounted to \$5,252 at December 31, 1996 and is included in other assets. Accrued interest payable on the Notes amounted to \$3,752 at December 31, 1996 and is included in accrued expenses, payables and other liabilities.

In November 1996, the Company acquired the 12% first mortgage note due September 1, 2003 from an unaffiliated third party. The principal balance and related interest have been eliminated in consolidation at December 31, 1996.

NOTE 20 INTEREST RATE RISK MANAGEMENT INSTRUMENTS

In managing its interest rate risk, the Company on occasion enters into swaps. Under swaps, the Company agrees with other parties to exchange, at specified intervals, the difference between fixed-rate and floating-rate interest amounts calculated by reference to an agreed notional amount. The terms of the swaps provide for the Company to receive a floating rate of interest based on the London Interbank Offered Rate ("LIBOR") and to pay fixed interest rates. The notional amount of the swap outstanding at December 31, 1996 is amortized (i.e., reduced) monthly based on estimated prepayment rates. The Company had no outstanding swaps at December 31, 1995. The terms of the outstanding swap at December 31, 1996 follows:

MATURITY	NOTIONAL AMOUNT	LIBOR INDEX	FIXED RATE	FLOATING RATE AT END OF YEAR	FAIR VALUE
1998.....	\$ 45,720	1-Month	6.18%	5.67%	\$ (103)

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The 1-month LIBOR was 5.50% on December 31, 1996. The interest expense or benefit of the swaps had the effect of increasing (decreasing) net interest income by (\$58), \$358 and (\$754) for the years ended December 31, 1996, 1995 and 1994, respectively.

The Company also enters into short sales of Eurodollar and U.S. Treasury interest rate futures contracts as part of its overall interest rate risk management activity. Interest rate futures contracts are commitments to either purchase or sell designated financial instruments at a future date for a specified price and may be settled in cash or through delivery. The Eurodollar futures contracts have been sold by the Company to hedge the maturity risk of certain short duration mortgage-related securities. U.S. Treasury futures have been sold by the Company to hedge the risk of a reduction in the market value of fixed rate mortgage loans and certain fixed rate mortgage-backed and related securities available for sale in a rising interest rate environment.

Terms and other information on interest rate futures contracts sold short are as follows:

	MATURITY	NOTIONAL PRINCIPAL	FAIR VALUE

December 31, 1996:			
Eurodollar futures.....	1997	\$ 365,000	\$ (558)
	1998	40,000	(87)
U.S. Treasury futures.....	1997	165,100	498
December 31, 1995:			
Eurodollar futures.....	1996	\$ 386,000	\$ (1,598)
	1997	26,000	(168)
U.S. Treasury futures.....	1996	11,100	(80)

The following table summarizes the Company's use of interest rate risk management instruments.

	NOTIONAL AMOUNT		

	SWAPS	SHORT EURODOLLAR FUTURES	SHORT U.S. TREASURY FUTURES
	-----	-----	-----
Balance, December 31, 1994.....	\$ 40,000	\$ 493,000	\$ 222,500
Purchases.....	--	336,000	708,600
Maturities.....	(40,000)	--	--
Terminations.....	--	(417,000)	(920,000)
	-----	-----	-----
Balance, December 31, 1995.....	--	412,000	11,100
Purchases.....	47,350	564,000	3,362,400
Maturities.....	(1,630)	--	--
Terminations.....	--	(571,000)	(3,208,400)
	-----	-----	-----
Balance, December 31, 1996.....	\$ 45,720	\$ 405,000	\$ 165,100
	-----	-----	-----

Because interest rate futures contracts are exchange traded, holders of these instruments look to the exchange for performance under these contracts and not the entity holding the offsetting futures contract, thereby minimizing the risk of nonperformance under these contracts. The Company is exposed to credit

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loss in the event of nonperformance by the counterparty to the swap and controls this risk through credit monitoring procedures. The notional principal amount does not represent the Company's exposure to credit loss.

U.S. Treasury Bills with a carrying value of \$3,138 and \$1,134 and a fair value of \$3,138 and \$1,134 were pledged by the Company as security for the obligations under these swaps and interest rate futures contracts at December 31, 1996 and 1995, respectively.

NOTE 21 INCOME TAXES

Total income tax expense (benefit) was allocated as follows:

	YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Income from continuing operations.....	\$ 11,159	\$ 4,562	\$ 29,724
Discontinued operations.....	--	(4,097)	(2,227)
Benefit of tax deduction in excess of amounts recognized for financial reporting purposes related to employee stock options reflected in stockholders' equity.....	--	(375)	(39)
	\$ 11,159	\$ 90	\$ 27,458

The components of income tax expense (benefit) attributable to income from continuing operations were as follows:

	YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Current:			
Federal.....	\$ (6,844)	\$ 1,673	\$ 26,267
State.....	(576)	5,011	2,261
	(7,420)	6,684	28,528
Deferred:			
Federal.....	16,616	1,762	1,022
State.....	1,963	(3,884)	174
	18,579	(2,122)	1,196
Total.....	\$ 11,159	\$ 4,562	\$ 29,724

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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Income tax expense differs from the amounts computed by applying the U.S. Federal corporate income tax rate of 35% as follows:

	YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Expected income tax expense at statutory rate.....	\$ 21,455	\$ 13,196	\$ 28,552
Differences between expected and actual tax:			
Excess of cost over net assets acquired adjustments.....	(76)	(76)	3,592
Tax effect of (utilization) non-utilization of net operating loss.....	(1,782)	(1,380)	23
State tax (after Federal tax benefit).....	901	733	2,054
Low income housing tax credits.....	(9,330)	(7,709)	(5,410)
Other.....	(9)	(202)	913
Actual income tax expense.....	\$ 11,159	\$ 4,562	\$ 29,724

For taxable years beginning prior to January 1, 1996, a savings institution that met certain definitional tests relating to the composition of its assets and the sources of its income (a "qualifying savings institution") was permitted to establish reserves for bad debts and make annual additions thereto under the experience method. Alternatively, a qualifying savings institution could elect, on an annual basis, to use the percentage of taxable income method to compute its allowable addition to its bad debt reserve on qualifying real property loans (generally loans secured by an interest in improved real estate). The applicable percentage was 8% for tax periods after 1987. The Bank utilized the percentage of taxable income method for these years.

On August 20, 1996, President Clinton signed the Small Business Job Protection Act (the "Act") into law. One provision of the Act repeals the reserve method of accounting for bad debts for savings institutions effective for taxable years beginning after 1995. The Bank, therefore, will be required to use the specific charge-off method on its 1996 and subsequent federal income tax returns. The Bank will be required to recapture its "applicable excess reserves", which are its federal tax bad debt reserves in excess of the base year reserve amount described in the following paragraph. The Bank will include one-sixth of its applicable excess reserves in taxable income in each year from 1996 through 2001. As of December 31, 1995, the Bank had approximately \$42.4 million of applicable excess reserves. As of December 31, 1996, the Bank had fully provided for the tax related to this recapture. The base year reserves will continue to be subject to recapture and the Bank could be required to recognize a tax liability if: (1) the Bank fails to qualify as a "bank" for federal income tax purposes, (2) certain distributions are made with respect to the stock of the Bank, (3) the bad debt reserves are used for any purpose other than to absorb bad debt losses, or (4) there is a change in federal tax law. The enactment of this legislation is expected to have no material impact on the Bank's or the Company's operations or financial position.

In accordance with SFAS No. 109 "Accounting for Income Taxes," a deferred tax liability has not been recognized for the tax bad debt base year reserves of the Bank. The base year reserves are generally the balance of reserves as of December 31, 1987 reduced proportionately for reductions in the Bank's loan portfolio between that date and December 31, 1995. At December 31, 1996 and 1995, the amount of those reserves was approximately \$5.7 million. This reserve could be recognized in the future under the conditions described in the preceding paragraph.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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The net deferred tax liability was comprised of the following:

	DECEMBER 31,	
	1996	1995
Deferred Tax Assets:		
Tax residuals and deferred income on tax residuals.....	\$ 3,712	\$ 27,648
State taxes.....	552	2,563
Application of purchase accounting.....	1,503	1,031
Accrued profit sharing.....	1,422	2,940
Accrued other liabilities.....	420	739
Deferred interest expense on discounted loan portfolio.....	3,989	2,130
Mark to market and reserves on REO properties.....	3,513	1,059
Other.....	--	105
	15,111	38,215
Deferred Tax Liabilities:		
Bad debt reserves.....	810	12,356
Deferred interest income on discounted loan portfolio.....	4,632	4,276
Partnership losses.....	1,205	--
Other.....	500	553
	7,147	17,185
	7,964	21,030
Mark to market on certain mortgage-backed and related securities available for sale.....	(2,104)	1,233
	5,860	22,263
Deferred tax asset valuation allowance.....	--	--
Net deferred tax assets.....	\$ 5,860	\$ 22,263

Deferred tax assets, net of deferred fees, include tax residuals which result from the ownership of Real Estate Mortgage Investment Conduits ("REMIC"). While a tax residual is anticipated to have little or no future cash flows from the REMIC from which it has been issued, the tax residual does bear the income tax liability and benefit resulting from the annual differences between the interest paid on the debt instruments issued by the REMIC and the interest received on the mortgage loans held by the REMIC. Typically this difference generates taxable income to the Company in the first several years of the REMIC and equal amounts of tax losses thereafter, thus resulting in the deferred tax asset. As a result of the manner in which REMIC residual interests are treated for tax purposes, at December 31, 1996, 1995 and 1994, the Company had approximately \$10,228, \$55,000 and \$12,400, respectively, of net operating loss carryforwards for tax purposes. The net operating loss carryforward of \$10,228 will expire, if unused, in the year 2010.

As a result of the Company's earnings history, current tax position and taxable income projections, the Company believes that it will generate sufficient taxable income in future years to realize the net deferred tax asset position as of December 31, 1996. In evaluating the expectation of sufficient future taxable

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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income, the Company considered future reversals of temporary differences and available tax planning strategies that could be implemented, if required.

A valuation allowance was not required as of December 31, 1996 and 1995 as it was the Company's assessment that, based on available information, it is more likely than not that all of the deferred tax asset will be realized. A valuation allowance will be established in the future to the extent of a change in the Company's assessment of the amount of the net deferred tax asset that is expected to be realized.

NOTE 22 RETIREMENT PLAN

The Company maintains a defined contribution 401(k) plan. The Company matches 50% of each employee's contributions, limited to 2% of the employee's compensation.

In connection with its acquisition of Berkeley Federal Savings Bank in June 1993, the Bank assumed the obligations under a noncontributory defined benefit pension plan (the "Plan") covering substantially all employees upon their eligibility under the terms of the Plan. The Plan was frozen for the plan year ended December 31, 1993 and has been fully funded.

The Company's combined contributions to 401(k) plan in the years ended December 31, 1996, 1995, and 1994 were \$258, \$248 and \$163, respectively.

NOTE 23 STOCKHOLDERS' EQUITY

On July 12, 1996 stockholders of the Company approved an amendment to the Company's articles of incorporation to increase the authorized number of common shares from 20,000,000 to 200,000,000 shares, to increase the authorized number of preferred shares from 250,000 to 20,000,000 shares and to decrease the par value of the authorized preferred shares from \$1.00 to \$0.01 per share. On July 30, 1996, the Company's Board of Directors declared a 10 for 1 stock split for each share of common stock then outstanding in the form of a stock dividend which was paid to holders of record on July 31, 1996. All references in the interim consolidated financial statements to the number of shares and per share amounts have been adjusted retroactively for the recapitalization and stock split.

During September 1996, 2,928,830 shares of common stock were issued in connection with the exercise of vested stock options by certain of the Company's and the Bank's current and former officers and directors. The Company loaned \$6,654 to certain of such officers to fund their exercise of the stock options. Such notes, which are presented as a reduction of shareholders' equity, have an unpaid principal balance of \$3,832 at December 31, 1996, bear interest at 10.5% per annum, are payable in two equal installments on March 1, 1998 and March 1, 1999 and are secured by the related shares of common stock.

On September 25, 1996, certain stockholders of Ocwen completed an initial public offering of 2,300,000 shares of Ocwen common stock. Prior to this offering, there had been no public trading market for the common stock. The common stock is quoted on The NASDAQ Stock Market under the symbol "OCWN". The Company did not receive any of the proceeds from the common stock offering.

During 1995, the Company repurchased from stockholders and retired 8,815,060 shares of common stock for the aggregate price of \$41,997.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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In December 1991, as part of its annual incentive compensation plan, the Company adopted a Non-Qualified Stock Option Plan (the "Stock Plan"). The Stock Plan provides for the issuance of stock options to key employees to purchase shares of common stock at prices less than the fair market value of the stock at the date of grant.

	OPTIONS GRANTED	EXERCISE PRICE	OPTIONS EXERCISED	OPTIONS FORFEITED OR REPURCHASED	OPTIONS VESTED
1994:.....	1,149,320	.79	1,059,440	89,880	--
1995:.....	297,380	5.76	--	44,400	252,980
1995:.....	7,110	.94	--	--	7,110
1996:.....	573,686	22.00	--	--	--

The difference between the fair market value of the stock at the date of grant and the exercise price is treated as compensation expense; included in compensation expense is \$2,725, \$65, and \$4,571 for the years ended December 31, 1996, 1995 and 1994, respectively.

The Company has adopted SFAS No. 123 during 1996. In accordance with the provisions of SFAS No. 123, the Company has retained its current accounting method for its stock-based employee compensation plans under the provisions of APB 25, "Accounting for Stock Issued to employee" ("APB 25"). However, entities continuing to apply APB 25 are required to disclose pro forma net income and earnings per share as if the fair value method of accounting for stock-based employee compensation plans as prescribed by SFAS No. 123 had been utilized. The following is a summary of the Company's pro forma information:

Net income (as reported).....	\$ 50,142
Pro forma net income.....	\$ 47,777
Earnings per share(as reported).....	\$ 1.88
Pro forma earnings per share.....	\$ 1.79

The fair value of the option grants were estimated using the Black-Scholes option-pricing model with the following assumptions:

Expected dividend yield.....	0.00%
Expected stock price volatility.....	21.00%
Risk-free interest rate.....	6.20%
Expected life of options.....	5 years

NOTE 24 REGULATORY REQUIREMENTS

The Financial Institutions Reform, Recovery and Enforcement Act of 1989, ("FIRREA") and the regulations promulgated thereunder established certain minimum levels of regulatory capital for savings institution subject to OTS supervision. The Bank must follow specific capital guidelines stipulated by the OTS which involve quantitative measures of the Bank's assets, liabilities and certain off-balance sheet items. An institution that fails to comply with its regulatory capital requirements must obtain OTS approval of a capital plan and can be subject to a capital directive and certain restrictions on its operations. At December 31, 1996, the minimum regulatory capital requirements were:

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- Tangible and core capital of 1.5 percent and 3 percent of total adjusted assets, respectively, consisting principally of stockholders' equity, but excluding most intangible assets, such as goodwill and any net unrealized holding gains or losses on debt securities available for sale.
- Risk-based capital consisting of core capital plus certain subordinated debt and other capital instruments and, subject to certain limitations, general valuation allowances on loans receivable, equal to 8 percent of the value of risk-weighted assets.
- At December 31, 1996, the Bank was "well capitalized" under the prompt corrective action ("PCA") regulations adopted by the OTS pursuant to the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"). To be categorized as "well capitalized", the Bank must maintain minimum core capital, Tier 1 risk-based capital and risk-based capital ratio as set forth in the table below. The Bank's capital amounts and classification are subject to review by federal regulators about components, risk-weightings and other factors. There are no conditions or events since December 31, 1996 that management believes have changed the institution's category.

The following tables summarizes the Bank's actual and required regulatory capital at December 31, 1996 and 1995.

DECEMBER 31, 1996						
	ACTUAL		MINIMUM FOR CAPITAL ADEQUACY PURPOSES		TO BE WELL CAPITALIZED FOR PROMPT CORRECTIVE ACTION PROVISIONS	
	RATIO	AMOUNT	RATIO	AMOUNT	RATIO	AMOUNT
Stockholders' equity, and ratio to total assets.....	9.49%	\$ 228,153				
Net unrealized (gain) on certain available for sale securities.....		(3,526)				
Excess mortgage servicing rights.....		(242)				

Tangible capital, and ratio to adjusted total assets.....	9.33%	\$ 224,385	1.50%	\$ 36,057		
		-----		-----		
Tier 1 (core) capital, and ratio to adjusted total assets.....	9.33%	\$ 224,385	3.00%	\$ 72,114	5.00%	\$ 120,190
		-----		-----		-----
Tier 1 capital, and ratio to risk-weighted assets.....	8.47%	\$ 224,385			6.00%	\$ 159,011
		-----				-----
Allowance for loan and lease losses.....		16,057				
Subordinated debentures.....		100,000				

Tier 2 Capital.....		116,057				

Total risk-based capital, and ratio to risk-weighted assets.....	12.85%	\$ 340,442	8.00%	\$ 212,014	10.00%	\$ 265,018
		-----		-----		-----
Total regulatory assets.....		\$ 2,405,188				

Adjusted total assets.....		\$ 2,403,790				

Risk-weighted assets.....		\$ 2,650,175				

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OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994
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	DECEMBER 31, 1995					
	ACTUAL		MINIMUM FOR CAPITAL ADEQUACY PURPOSES		TO BE WELL CAPITALIZED FOR PROMPT CORRECTIVE ACTION PROVISIONS	
	RATIO	AMOUNT	RATIO	AMOUNT	RATIO	AMOUNT
Stockholders' equity, and ratio to total assets.....	6.47%	\$ 124,725				
Net unrealized loss on certain available for sale securities.....		1,416				
Excess mortgage servicing rights.....		(344)				

Tangible capital, and ratio to adjusted total assets.....	6.52%	\$ 125,797	1.50%	\$ 28,952		
		-----		-----		
		-----		-----		
Tier 1 (core) capital, and ratio to adjusted total assets.....	6.52%	\$ 125,797	3.00%	\$ 57,904	5.00%	\$ 96,506
		-----		-----		-----
		-----		-----		-----
Tier 1 capital, and ratio to risk-weighted assets.....	6.52%	\$ 125,797			6.00%	\$ 115,743
		-----				-----
		-----				-----
Allowance for loan and lease losses.....		1,757				
Subordinated debentures.....		100,000				

Tier 2 Capital.....		101,757				

Total risk-based capital, and ratio to risk-weighted assets.....	11.80%	\$ 227,554	8.00%	\$ 154,324	10.00%	\$ 192,906
		-----		-----		-----
		-----		-----		-----
Total regulatory assets.....		\$ 1,929,054				

Adjusted total assets.....		\$ 1,930,126				

Risk-weighted assets.....		\$ 1,929,056				

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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The OTS has promulgated a regulation governing capital distributions. The Bank is considered to be a Tier 1 association under this regulation because it met or exceeded its fully phased-in capital requirements at December 31, 1996. A Tier 1 association that before and after a proposed capital distribution meets or exceeds its fully phased-in capital requirements may make capital distributions during any calendar year equal to the greater of (i) 100% of net income for the calendar year to date plus 50% of its "surplus capital ratio" at the beginning of the year or (ii) 75% of its net income over the most recent four-quarter period. In order to make these capital distributions, the Bank must submit written notice to the OTS 30 days in advance of making the distribution.

In addition to these OTS regulations governing capital distributions (see Note 19) the indenture governing the Bank's debentures limits the declaration or payment of dividends and the purchase or redemption of common or preferred stock in the aggregate to the sum of 50% of consolidated net income and 100% of all capital contributions and proceeds from the issuance or sale (other than to a subsidiary) of common stock, since the date the Debentures were issued.

Subsequent to December 31, 1996, in connection with a recent examination of the Bank, the staff of the OTS expressed concern about many of the Bank's non-traditional operations, which generally are deemed by the OTS to involve higher risk, and the adequacy of the Bank's capital in light of the Bank's lending and investment strategies, notwithstanding that it is a "well-capitalized institution" under OTS regulations. The activities which are of concern to the OTS include the Bank's single-family residential lending activities to non-conforming borrowers, the Bank's origination of acquisition, development and construction loans with terms which provide for shared participation in the results of the underlying real estate, the Bank's discounted loan activities, which involve significantly higher investment in non-performing and classified assets than the majority of the savings industry, and the Bank's investment in subordinated classes of mortgage-related securities issued in connection with the Bank's asset securitization activities and otherwise.

In connection with the examination, the OTS instructed the Bank, commencing on June 30, 1997, to maintain a ratio of Tier 1 capital to assets of at least 12% and a total risk-based capital ratio of no less than 18%, which amounts may be decreased in the event that the Bank reduces its risk profile in a manner which is satisfactory to the OTS. Although the Bank strongly disagrees with the level of risk perceived by the OTS in its businesses, the Bank has taken the following actions in response to the OTS concerns: (i) sold to Ocwen subordinated, participating interests in a total of eleven acquisition, development and construction loans, which interests had an aggregate principal balance of \$16,949, (ii) modified certain of its accounting practices, including, among other things, ceasing to accrue unaccreted discount on non-performing single-family residential loans commencing as of January 1, 1997, (iii) ceased originating acquisition, development and construction loans with profit participation features in the underlying real estate, with the exception of existing commitments, and (iv) established as of December 31, 1996 requested write downs of cost basis, which amounted to \$7.2 million, against loans and securities resulting from its investment in loans acquired from HUD.

The Bank intends to meet with the OTS staff to present recommendations by the Bank to transfer some of its non-traditional assets to Ocwen, one or more affiliates of Ocwen and/or one or more affiliates of the Bank in order to decrease the specified capital ratios the Bank has been instructed to maintain. Based on discussions with the OTS, the Bank does not believe at this time that any requirement to maintain higher levels of capital will be pursuant to a written agreement, order or directive which would

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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cause it to cease to be a "well-capitalized institution" under OTS regulations, assuming compliance with any new capital requirements.

NOTE 25 OTHER EXPENSES

	YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Other operating expenses:			
Professional fees.....	\$ 2,979	\$ 2,786	\$ 2,928
Loan related expenses.....	4,111	2,433	1,332
FDIC insurance.....	3,098	2,212	2,220
Marketing.....	701	968	1,305
Travel and lodging.....	1,291	925	1,566
Corporate insurance.....	1,209	637	501
Investment and treasury services.....	438	387	681
Deposit related expenses.....	91	303	513
OTS assessment.....	293	257	393
Other.....	1,402	2,181	2,864
	<u>\$ 15,613</u>	<u>\$ 13,089</u>	<u>\$ 14,303</u>

Included in the 1996 results of operations is a non-recurring expense of \$7,140 related to the Federal Deposit Corporation's ("FDIC") assessment to recapitalized the Savings Association Insurance Fund ("SAIF") as a result of federal legislation passed into law on September 30, 1996.

NOTE 26 BUSINESS LINE REPORTING

The Company considers itself to be involved in the single business segment of providing financial services and conducts a variety of business activities within this segment. Such activities are as follows:

	INTEREST INCOME	INCOME FROM CONTINUING OPERATIONS BEFORE TAXES	ASSETS
December 31, 1996:			
Asset acquisition, servicing and resolution.....	\$ 111,209	\$ 51,711	\$ 1,454,320
Residential finance.....	22,609	8,600	204,880
Commercial finance.....	26,433	1,038	373,316
Investment management.....	27,590	3,344	342,801
Retail banking.....	6,006	(5,983)	34,873
Hotel operations.....	--	453	16,087
Other.....	47	2,138	57,408
	<u>\$ 193,894</u>	<u>\$ 61,301</u>	<u>\$ 2,483,685</u>

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OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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December 31, 1995:

Asset acquisition and resolution.....	\$ 77,143	\$ 28,184	\$ 910,680
Residential finance.....	13,323	1,338	321,350
Commercial finance.....	23,708	(1,686)	356,690
Investment management.....	21,855	3,641	328,263
Retail banking.....	44	4,053	3,449
Hotel operations.....	--	2,593	19,451
Other.....	1,202	(422)	33,707
	-----	-----	-----
	\$ 137,275	\$ 37,701	\$1,973,590
	-----	-----	-----
	-----	-----	-----

December 31, 1994:

Asset acquisition and resolution.....	\$ 53,357	\$ 18,008	\$ 656,125
Residential finance.....	4,573	(303)	59,513
Commercial finance.....	21,566	4,550	175,958
Investment management.....	47,906	7,504	308,530
Retail banking.....	121	53,214	27,282
Hotel operations.....	--	(1,808)	26,149
Other.....	3,935	412	12,846
	-----	-----	-----
	\$ 131,458	\$ 81,577	\$1,266,403
	-----	-----	-----
	-----	-----	-----

The asset acquisition, servicing and resolution activity includes the Company's discounted loan activities, including residential and commercial loans and the related real estate owned. Residential finance includes the Company's acquisition of single family residential loans to non-conforming borrowers, which began in late 1994 and which are recorded as available for sale, and the Company's historical loan portfolio of single family residential loans held for investment. The commercial finance activities include the Company's origination of multi-family and commercial real estate loans held for investment, the origination and purchase of multi-family residential loans available for sale, and investments in low income housing tax credit partnerships. Low income housing tax credits and benefits of \$9,330, \$7,709 and \$5,410 were earned as part of the commercial finance activity for the years ended December 31, 1996, 1995 and 1994, respectively, and are not reflected in the above table as they are included as credits against income tax expense. Investment management includes the results of the securities portfolio, whether available for sale, trading or investment, other than REMIC residuals and subordinate interests related to the Company's securitization activities which have been included in the related business activity. Retail banking activities include the results of the Company's retail branch network which consists of one branch at December 31, 1996 and 1995. Included in retail banking income from continuing operations before taxes for 1996 is the SAIF recapitalization assessment of \$7,140. In addition, retail banking income from continuing operations before taxes for the years ended December 31, 1995 and 1994 include gains on sales of branches, net of profit sharing expense, of \$4,344 and \$50,080, respectively.

Interest income and expense has been allocated to each business segment for the investment of funds raised or funding of investments made at an interest rate based upon the treasury yield curve taking into consideration the actual duration of such liabilities or assets. Allocations of non-interest expense generated by corporate support services were made to each business segment based upon management's estimate of time and effort spent in the respective activity. As such, the resulting income from continuing operations is an estimate of the contribution margin of each business activity to the Company.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

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NOTE 27 COMMITMENTS AND CONTINGENCIES

Certain premises are leased under various noncancellable operating leases with terms expiring at various times through 2005, exclusive of renewal option periods. The annual aggregate minimum rental commitments under these leases are summarized as follows:

1997.....	\$ 1,118
1998.....	1,137
1999.....	1,194
2000.....	1,210
2001.....	1,302
2002-2005.....	4,083

Minimum lease payments.....	\$ 10,044

Rent expense for the years ended December 31, 1996, 1995 and 1994 was \$1,563, \$1,601 and \$2,402, respectively, which are net of sublease rentals of \$0, \$68, and \$339, respectively.

At December 31, 1996 the Company was committed to lend up to \$5,744 under outstanding unused lines of credit. The Company also had commitments to (i) originate \$105,490 of loans secured by multi-family residential buildings, (ii) originate \$19,849 of mortgage loans secured by office buildings and (iii) originate \$55,949 of loans secured by hotel properties and (iv) originate \$12,840 of loans secured by land. In connection with its 1993 acquisition of Berkeley Federal Savings Bank, the Company has a recourse obligation of \$3,486 on single family residential loans sold to the Federal Home Loan Mortgage Corporation ("FHLMC"). The Company, through its investment in subordinated securities and REMIC residuals, which had a carrying value of \$76,699 at December 31, 1996, supports senior classes of securities having an outstanding principal balance of \$1,453,575.

At December 31, 1995 the Company was committed to lend up to \$9,884 under outstanding unused lines of credit. The Company also had commitments to (i) originate multi-family construction loans with aggregate principal balances of \$8,907, (ii) purchase \$4,800 of residential discounted loans, (iii) originate \$5,390 of loans secured by office buildings, and (iv) originate \$25,424 of mortgage loans secured by hotel properties. In connection with its acquisition of Berkeley Federal Savings Bank, the Company had a recourse obligation of \$4,163 on single family residential loans sold to the Federal Home Loan Mortgage Corporation. The Company, through its investment in subordinated securities which had a carrying value of \$70,264 at December 31, 1995, supports senior classes of securities having an outstanding principal balance of \$868,835.

On October 29, 1996, Ocwen Financial Services, Inc., a wholly-owned subsidiary of Ocwen, entered into an asset purchase agreement ("Asset Purchase Agreement") to acquire Admiral Home Loan ("Admiral"), a California corporation engaged in the origination of loans to credit-impaired borrowers secured by first mortgage liens on single-family residential real property, both through the wholesale acquisition of such loans originated by mortgage brokers and through its retail offices, and selling of such originated loans, servicing released, to third parties. Under the Asset Purchase Agreement, as amended, Ocwen has agreed to pay \$6,750 to acquire an 80% interest in the assets of Admiral. Closing of the acquisition is expected to occur during the second quarter of 1997.

The Company is subject to various pending legal proceedings. Management is of the opinion that the resolution of these claims will not have a material effect on the consolidated financial statements.

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

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NOTE 28 PARENT COMPANY ONLY FINANCIAL INFORMATION
CONDENSED STATEMENTS OF FINANCIAL CONDITION:

	DECEMBER 31,	
	1996	1995
ASSETS		
Cash and cash equivalents.....	\$ 32,348	\$ 1,028
Securities available for sale, at market value.....	13,062	--
Investment in bank subsidiary.....	221,094	117,300
Investments in non-bank subsidiaries.....	31,907	35,660
Loan portfolio, net.....	12,365	520
Investment in real estate.....	9,680	--
Income taxes receivable.....	10,003	--
Prepaid expenses and other assets.....	5,424	4,240
	\$ 335,883	\$ 158,748
LIABILITIES		
Notes payable.....	\$ 125,000	\$ 8,627
Other liabilities.....	7,287	10,574
Total liabilities.....	132,287	19,201
STOCKHOLDERS' EQUITY		
Total stockholders' equity.....	203,596	139,547
	\$ 335,883	\$ 158,748

CONDENSED STATEMENTS OF OPERATIONS:

	YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Interest income.....	\$ 1,400	\$ 401	\$ 42
Non-interest income.....	511	8	67
	1,911	409	109
Interest expense.....	(4,406)	(654)	(678)
Non-interest expense.....	(1,131)	(277)	(401)
	(3,626)	(522)	(970)
Loss before income taxes.....	2,925	1,533	1,197
Income tax benefit.....			
Income (loss) before equity in net income of subsidiaries.....	(701)	1,011	227
Equity in net income of bank subsidiary.....	49,186	24,773	51,650
Equity in net income (loss) of non-bank subsidiaries.....	1,657	(317)	(4,538)
Net income.....	\$ 50,142	\$ 25,467	\$ 47,339

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994
(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

CONDENSED STATEMENTS OF CASH FLOWS:

	FOR THE YEARS ENDED DECEMBER 31,		
	1996	1995	1994
Cash flows from operating activities:			
Net income.....	\$ 50,142	\$ 25,467	\$ 47,339
Adjustments to reconcile net income to net cash provided (used) by operating activities:			
Equity in income of bank subsidiary.....	(49,186)	(24,773)	(51,650)
Equity in (income) loss of non-bank subsidiaries.....	(1,657)	317	4,538
Increase in other assets.....	4,067	(2,254)	(1,351)
Increase in income taxes receivable.....	(10,003)	--	(596)
Increase (decrease) in accrued expenses, payables and other liabilities...	(3,286)	5,209	2,023
Net cash provided (used) by operating activities.....	(9,923)	3,966	303
Cash flows from investing activities:			
Purchase of securities available for sale.....	(13,125)	--	--
Maturities of and principal payments received on securities available for sale.....	63	--	--
Net distributions from (investments in) bank subsidiary.....	(49,707)	39,216	802
Net distributions from (investments in) non-bank subsidiaries.....	5,410	(10,450)	11,491
Purchase of real estate held for investment.....	(9,680)	--	--
Purchase of loans held for investment.....	(11,845)	(520)	--
Net cash provided (used) by investing activities.....	(78,884)	28,246	12,293
Cash flows from financing activities:			
Proceeds from issuance of notes and debentures.....	125,000	7,615	--
Payment of debt issuance costs.....	(5,252)	--	--
Repayment of notes payable.....	(8,628)	--	(13,566)
Loans to executive officers, net.....	(3,832)	--	--
Exercise of common stock options.....	12,993	1,420	--
Repurchase of common stock options and common stock.....	(177)	(42,129)	(74)
Other.....	23	--	--
Net cash provided (used) by financing activities.....	120,127	(33,094)	(13,640)
Net increase (decrease) in cash and cash equivalents.....	31,320	(882)	(1,044)
Cash and cash equivalents at beginning of year.....	1,028	1,910	2,954
Cash and cash equivalents at end of year.....	\$ 32,348	\$ 1,028	\$ 1,910

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996, 1995 AND 1994
(DOLLARS IN THOUSANDS EXCEPT SHARE DATA)

NOTE 29 QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

	QUARTERS ENDED			
	DECEMBER 31, 1996	SEPTEMBER 30, 1996	JUNE 30, 1996	MARCH 31, 1996
Interest income.....	\$ 50,292	\$ 44,145	\$ 51,501	\$ 47,956
Interest expense.....	(33,907)	(27,217)	(27,131)	(27,905)
Provision for loan losses.....	(3,611)	(4,469)	(4,979)	(9,391)
Net interest income after provision for loan losses.....	12,774	12,459	19,391	10,660
Non-interest income.....	10,815	15,104	8,378	2,978
Non-interest expense.....	(22,540)	(21,489)	(14,164)	(11,385)
Equity in earnings of investment in joint venture.....	33,103	4,139	1,078	--
Income before income taxes.....	34,152	10,213	14,683	2,253
Income taxes (expense) benefit.....	(9,092)	(157)	(2,686)	776
Net income.....	\$ 25,060	\$ 10,056	\$ 11,997	\$ 3,029
Earnings per share.....	\$ 0.93	\$ 0.37	\$ 0.45	\$ 0.11

	QUARTERS ENDED			
	DECEMBER 31, 1995	SEPTEMBER 30, 1995	JUNE 30, 1995	MARCH 31, 1995
Interest income.....	\$ 44,916	\$ 32,489	\$ 33,840	\$ 26,030
Interest expense.....	(26,692)	(22,688)	(18,110)	(16,570)
Provision for loan losses.....	(1,121)	--	--	--
Net interest income after provision for loan losses.....	17,103	9,801	15,730	9,460
Gain on sale of branches.....	5,430	--	--	--
Gain on sale of hotel.....	4,658	--	--	--
Non-interest income.....	8,081	4,084	6,380	2,547
Non-interest expense.....	(13,407)	(10,274)	(13,130)	(8,762)
Income before income taxes and discontinued operations.....	21,865	3,611	8,980	3,245
Income taxes (expense) benefit.....	(4,660)	858	(1,172)	412
Discontinued operations, net.....	--	(4,536)	(1,586)	(1,550)
Net income (loss).....	\$ 17,205	\$ (67)	\$ 6,222	\$ 2,107
Earnings per share:				
Earnings before discontinued operations.....	\$ 0.67	\$ 0.17	\$ 0.30	\$ 0.11
Earnings (loss) after discontinued operations.....	\$ 0.67	\$ --	\$ 0.24	\$ 0.06

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

	MARCH 31, 1997 (UNAUDITED)	DECEMBER 31, 1996
	-----	-----
ASSETS		
Cash and amounts due from depository institutions.....	\$ 8,966	\$ 6,878
Interest bearing deposits.....	8,802	13,341
Federal funds sold and repurchase agreements.....	99,000	32,000
Securities held for trading.....	--	75,606
Securities available for sale, at market value.....	348,066	354,005
Loans available for sale, at lower of cost or market.....	88,511	126,366
Investment securities, net.....	11,201	8,901
Loan portfolio, net.....	422,232	402,582
Discount loan portfolio, net.....	1,280,972	1,060,953
Principal, interest and dividends receivable.....	13,566	16,821
Investments in low income housing tax credit interests.....	99,924	93,309
Investment in joint ventures.....	33,367	67,909
Real estate owned, net.....	98,466	103,704
Investment in real estate.....	46,132	41,033
Premises and equipment, net.....	15,518	14,619
Income taxes receivable.....	14,625	15,115
Deferred tax asset.....	3,253	5,860
Other assets.....	56,870	44,683
	-----	-----
	\$ 2,649,471	\$2,483,685
	-----	-----
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Deposits.....	\$ 2,106,829	\$1,919,742
Advances from the Federal Home Loan Bank.....	399	399
Securities sold under agreements to repurchase.....	39,224	74,546
Notes, debentures and other interest bearing obligations.....	225,573	225,573
Accrued expenses, payables and other liabilities.....	52,290	59,829
	-----	-----
Total liabilities.....	2,424,315	2,280,089
	-----	-----
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$.01 par value; 20,000,000 shares authorized; 0 shares issued and outstanding.....	--	--
Common stock, \$.01 par value; 200,000,000 shares authorized; 26,799,511 and 26,744,170 shares issued and outstanding at March 31, 1997 and December 31, 1996, respectively.....	268	267
Additional paid-in capital.....	23,109	23,258
Retained earnings.....	197,458	180,417
Unrealized gain on securities available for sale, net of taxes.....	6,648	3,486
Notes receivable on exercise of common stock options.....	(2,327)	(3,832)
	-----	-----
Total stockholders' equity.....	225,156	203,596
	-----	-----
	\$ 2,649,471	\$2,483,685
	-----	-----

The accompanying notes are an integral part of these
consolidated financial statements

OCWEN FINANCIAL OPERATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

	FOR THE THREE MONTHS ENDED MARCH 31,	
	1997	1996
	(UNAUDITED)	
Interest income:		
Federal funds sold and repurchase agreements.....	\$ 1,658	\$ 769
Securities available for sale.....	8,173	7,781
Securities held for trading.....	248	--
Loans available for sale.....	2,851	6,597
Loans.....	10,692	10,010
Discount loans.....	30,224	22,155
Investment securities and other.....	681	644
	54,527	47,956
Interest expense:		
Deposits.....	29,894	23,001
Securities sold under agreements to repurchase.....	272	653
Advances from the Federal Home Loan Bank.....	283	1,039
Notes, debentures and other interest bearing obligations.....	6,715	3,439
	37,164	28,132
Net interest income before provision for loan losses.....	17,363	19,824
Provision for loan losses.....	9,742	9,407
Net interest income after provision for loan losses.....	7,621	10,417
Non-interest income:		
Servicing fees and other charges.....	5,236	(681)
Gains on sales of interest earning assets, net.....	16,778	5,017
Loss on real estate owned, net.....	(794)	(1,916)
Other income.....	131	872
	21,351	3,292
Non-interest expense:		
Compensation and employee benefits.....	14,923	6,170
Occupancy and equipment.....	2,829	2,045
Net operating losses on investments in real estate and certain low-income housing tax credit interests.....	1,093	461
Other operating expenses.....	3,852	3,007
	22,697	11,683
Equity in earnings of investment in joint venture.....	14,372	--
Income before income taxes.....	20,647	2,026
Income tax expense (benefit).....	3,606	(1,003)
Net income.....	\$ 17,041	\$ 3,029
Earnings per share:		
Net income.....	\$ 0.63	\$ 0.11
Weighted average common shares outstanding.....	27,073,362	26,445,370

The accompanying notes are an integral part of these consolidated financial statements

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

FOR THE THREE MONTHS ENDED MARCH 31, 1997 AND THE YEAR ENDED DECEMBER 31, 1996

	COMMON STOCK		ADDITIONAL	RETAINED	UNREALIZED	NOTES	
	SHARES	AMOUNT	PAID-IN	EARNINGS	GAIN (LOSS)	RECEIVABLE	
			CAPITAL		ON	ON EXERCISE	TOTAL
					SECURITIES	OF COMMON	
					AVAILABLE	STOCK	
					FOR SALE,	OPTIONS	
					NET OF TAXES		
Balances at December 31, 1995.....	23,812,270	\$ 238	\$ 10,449	\$ 130,275	\$ (1,415)	\$ --	\$ 139,547
Net income.....	--	--	--	50,142	--	--	50,142
Repurchase of common stock options...	--	--	(177)	--	--	--	(177)
Exercise of common stock options....	2,928,830	29	12,963	--	--	--	12,992
Directors compensation payable in common stock.....	3,070	--	23	--	--	--	23
Notes receivable on exercise of common stock options.....	--	--	--	--	--	(3,832)	(3,832)
Change in unrealized gain on securities available for sale, net of taxes.....	--	--	--	--	4,901	--	4,901
Balances at December 31, 1996.....	26,744,170	267	23,258	180,417	3,486	(3,832)	203,596
Net income (unaudited).....	--	--	--	17,041	--	--	17,041
Repurchase of common stock options (unaudited).....	--	--	(1,870)	--	--	--	(1,870)
Exercise of common stock options (unaudited).....	55,341	1	1,721	--	--	--	1,722
Notes receivable on exercise of common stock options (unaudited)...	--	--	--	--	--	1,505	1,505
Change in unrealized gain (loss) on securities available for sale, net of taxes (unaudited).....	--	--	--	--	3,162	--	3,162
Balances at March 31, 1997 (unaudited).....	26,799,511	\$ 268	\$ 23,109	\$ 197,458	\$ 6,648	\$ (2,327)	\$ 225,156

The accompanying notes are an integral part of these consolidated financial statements

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(DOLLARS IN THOUSANDS)

	FOR THE THREE MONTHS ENDED MARCH 31,	
	1997	1996
	(UNAUDITED)	
Cash flows from operating activities:		
Net income.....	\$ 17,041	\$ 3,029
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Net cash provided from trading activities.....	85,167	--
Proceeds from sales of loans available for sale.....	88,184	62,939
Purchases of loans available for sale.....	(37,667)	(80,648)
Originations of loans available for sale.....	(28,164)	--
Principal payments received on loans available for sale.....	3,010	16,481
Premium amortization (discount accretion), net.....	11,029	(917)
Depreciation and amortization.....	4,579	914
Provision for loan losses.....	9,742	9,407
Gains on sales of interest earning assets, net.....	(16,778)	(5,017)
Gain on sale of real estate owned, net.....	(3,702)	(3,900)
Provision for real estate losses.....	2,336	6,378
Decrease in principal, interest and dividends receivable.....	1,080	280
Decrease (increase) in income taxes receivable.....	918	(744)
Decrease in deferred tax asset.....	2,181	--
Increase in other assets.....	(5,360)	(5,180)
(Decrease) increase in accrued expenses, payables and other liabilities.....	(9,400)	5,247
Net cash provided by operating activities.....	124,196	8,269
Cash flows from investing activities:		
Proceeds from sales of securities available for sale.....	14,631	37,309
Purchases of securities available for sale.....	(21,679)	(5,740)
Maturities of and principal payments received on securities available for sale.....	3,831	12,445
Purchase of securities held for investment.....	(2,306)	--
Maturities of and principal payments received on securities held for investments.....	--	10,025
Purchase of low income housing tax credit interests.....	(9,966)	(6,409)
Proceeds from sales of discount loans and loans held for investment.....	87,253	22,095
Purchase and originations of discount loans and loans held for investment.....	(432,494)	(58,832)
Decrease (increase) in investment in joint ventures.....	34,542	(32,000)
Principal payments received on discount loans and loans held for investment.....	67,420	100,633
Proceeds from sales of real estate owned.....	48,768	29,144
Other, net.....	(2,826)	(4,179)
Net cash (used) provided by investing activities.....	(212,826)	104,491

(CONTINUED ON NEXT PAGE)

The accompanying notes are an integral part of these consolidated financial statements

OCWEN FINANCIAL CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
(DOLLARS IN THOUSANDS)

	FOR THE THREE MONTHS ENDED MARCH 31,	
	1997	1996
	(UNAUDITED)	
Cash flows from financing activities:		
Increase (decrease) in deposits.....	187,180	(4,047)
Decrease in securities sold under agreements to repurchase.....	(35,322)	(84,761)
Payments and repurchase of notes and mortgages payable.....	--	(1,055)
Repayment of notes by executive officers.....	1,505	--
Exercise of common stock options.....	1,722	--
Repurchase of common stock options.....	(1,870)	--
Other, net.....	(36)	238
Net cash provided (used) by financing activities.....	153,179	(89,625)
Net increase in cash and cash equivalents.....	64,549	23,135
Cash and cash equivalents at beginning of period.....	52,219	54,632
Cash and cash equivalents at end of period.....	\$ 116,768	\$ 77,767
Reconciliation of cash and cash equivalents at end of period:		
Cash and amounts due from depository institutions.....	\$ 8,966	\$ 6,322
Interest bearing deposits.....	8,802	26,445
Federal funds sold and repurchase agreements.....	99,000	45,000
	\$ 116,768	\$ 77,767
Supplemental disclosure of cash flow information:		
Cash paid during the period for:		
Interest.....	\$ 36,206	\$ 23,606
Income taxes.....	\$ 509	\$ 1,869
Supplemental schedule of non-cash investing and financing activities:		
Exchange of discount loans and loans available for sale for securities.....	\$ 38,062	\$ --
Real estate owned acquired through foreclosure.....	\$ 42,095	\$ 15,125

The accompanying notes are an integral part of these
consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

NOTE 1 BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements have been prepared in conformity with the instructions to Form 10-Q and Article 10, Rule 10-01 of Regulation S-X for interim financial statements. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles ("GAAP") for complete financial statements. The consolidated financial statements include the accounts of Ocwen Financial Corporation ("Ocwen" or the "Company") and its subsidiaries. Ocwen owns directly and indirectly all of the outstanding common and preferred stock of its primary subsidiaries, Ocwen Federal Bank FSB (the "Bank") and Investors Mortgage Insurance Holding Company ("IMI").

In the opinion of management, the accompanying financial statements contain all adjustments, consisting of normal recurring accruals, necessary for a fair presentation of the Company's financial condition at March 31, 1997 and December 31, 1996, the results of its operations for the three months ended March 31, 1997 and 1996, its cash flows for the three months ended March 31, 1997 and 1996, and the changes in stockholders' equity for the year ended December 31, 1996 and the three months ended March 31, 1997. The results of operations and other data for the three month period ended March 31, 1997 are not necessarily indicative of the results that may be expected for any other interim periods or the entire year ending December 31, 1997. The unaudited consolidated financial statements presented herein should be read in conjunction with the audited consolidated financial statements and related notes thereto included in the Company's Form 10-K for the year ended December 31, 1996. Certain reclassifications have been made to prior years' consolidated financial statements to conform to the March 31, 1997 presentation.

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities at the dates of the statements of financial condition and revenues and expenses for the periods covered. Actual results could differ from those estimates and assumptions.

NOTE 2 ADOPTION OF RECENTLY ISSUED ACCOUNTING STANDARDS

On January 1, 1997, the Company adopted Statement of Financial Accounting Standard ("SFAS") No. 125, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities". SFAS No. 125 (i) sets forth the criteria for (a) determining when to recognize financial and servicing assets and liabilities, and (b) accounting for transfers of financial assets as sales or borrowings; and (ii) requires (a) liabilities and derivatives related to a transfer of financial assets to be recorded at fair value, (b) servicing assets and retained interests in transferred assets carrying amounts be determined by allocating carrying amounts based on fair value, (c) amortization of servicing assets and liabilities be in proportion to net servicing income, (d) impairment measurement based on fair value, and (e) pledged financial assets to be classified as collateral.

SFAS No. 125 provides implementation guidance for assessing isolation of transferred assets and for accounting for transfers of partial interests, servicing of financial assets, securitizations, transfers of sales-type and direct financing lease receivables, securities lending transactions, repurchase agreements including "dollar rolls", "wash sales", loan syndications and participations, risk participations in banker's acceptances, factoring arrangements, transfers of receivables with recourse and extinguishments of liabilities. In December 1996, SFAS No. 127, "Deferral of the Effective Date of FASB Statement No. 125", was

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

issued and delayed implementation for one year certain provisions of SFAS 125. The adoption of SFAS No. 125 did not have any material impact on the results of operations, financial position or cash flows as a result of implementing these Statements.

In February 1997, SFAS No. 128, "Earnings per Share", and SFAS No. 129, "Disclosure of Information about Capital Structure" were issued. SFAS No. 128 established standards for computing and presenting earnings per share and applies to entities with publicly held common stock or potential common stock. SFAS No. 128 simplifies the standards previously found in Accounting Principles Board Opinion No. 15. SFAS No. 128 is effective for financial statements for periods ending after December 15, 1997, including interim periods. Early adoption is not permitted. SFAS No. 129 is effective for financial statements for periods ending after December 15, 1997. The Company does not anticipate a material impact on its earnings per share calculation as a result of implementing these statements.

NOTE 3 INVESTMENT IN JOINT VENTURES

The Company's investment in joint ventures include investments in BCFL, L.L.C. ("BCFL"), a limited liability company formed in January, 1997 between the Company and BlackRock Capital Finance L.P. ("BlackRock"), and BCBF, L.L.C. (the "LLC"), a limited liability company formed in March 1996 between the Company and BlackRock. The Company owns a 10% interest in BCFL and a 50% interest in the LLC. BCFL was formed to acquire multifamily loans. At March 31, 1997, the Company's 10% investment, which is accounted for under the cost method, amounted to \$1,056.

The Company's 50% investment in the LLC, which was formed to acquire single-family residential loans offered by the Department of Housing and Urban Development ("HUD"), amounted to \$32,311 and \$67,909 at March 31, 1997 and December 31, 1996, respectively, and is net of valuation allowances of \$2,473 and \$5,114, respectively. Because the LLC is a pass-through entity for federal income tax purposes, provisions for income taxes are established by each of the Company and its co-investor and not the LLC.

The Company's equity in earnings of the LLC of \$14,372 includes 50% of the net income of the LLC before deduction of the Bank's 50% share of loan servicing fees which are paid 100% to the Company, and the recapture of \$2,641 of valuation allowances established in 1996 by the Company on its equity investment in the joint venture as a result of the resolution and securitization of loans during the first quarter of 1997. The Company has recognized 50% of the loan servicing fees not eliminated in consolidation in servicing fees and other charges.

Set forth below is the statement of financial condition of the LLC at the dates indicated and a statement of operations for the three months ended March 31, 1997.

OCWEN FINANCIAL CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

BCBF, L.L.C.
STATEMENT OF FINANCIAL CONDITION

	MARCH 31, 1997 (UNAUDITED)	DECEMBER 31, 1996
ASSETS:		
Cash.....	\$ 10	\$ 10
Loans held for sale, at lower of cost or market value.....	48,586	110,702
Real estate owned, net of valuation allowance of \$150 and \$511 at March 31, 1997 and December 31, 1996, respectively.....	12,120	25,595
Other assets.....	9,487	10,526
	<u>\$ 70,203</u>	<u>\$ 146,833</u>
LIABILITIES AND OWNERS' EQUITY		
LIABILITIES:		
Accrued expenses, payables and other liabilities.....	\$ 635	\$ 787
Total liabilities.....	<u>635</u>	<u>787</u>
OWNERS' EQUITY:		
Ocwen Federal Bank FSB.....	34,784	73,023
BlackRock Capital Finance L.P.....	34,784	73,023
Total owners' equity.....	<u>69,568</u>	<u>146,046</u>
	<u>\$ 70,203</u>	<u>\$ 146,833</u>

BCBF, L.L.C.
STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 1997

Interest income.....	\$ 3,485
Non-interest income:	
Gain on sale of loans held for sale.....	18,412
Gain on real estate owned, net.....	1,543
Loan fees.....	22
	<u>19,977</u>
Operating expenses:	
Loan servicing fees.....	676
Net income.....	<u>\$ 22,786</u>

In March, 1997, as part of a larger transaction involving the Company and an affiliate of BlackRock, the LLC securitized 1,196 loans with an unpaid principal balance of \$51,714 and past due interest of \$14,209, and a net book value of \$40,454. Proceeds from sales of such securities by the LLC amounted to \$58,866. The Company continues to service such loans and is paid a servicing fee. For further discussion

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

regarding this transaction, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Summary."

NOTE 4 INTEREST RATE RISK MANAGEMENT INSTRUMENTS

In managing its interest rate risk, the Company on occasion enters into swaps. Under swaps, the Company agrees with other parties to exchange, at specified intervals, the difference between fixed-rate and floating-rate interest amounts calculated by reference to an agreed upon notional amount. The terms of the swaps provide for the Company to receive a floating rate of interest based on the London Interbank Offered Rate ("LIBOR") and to pay fixed interest rates. The notional amount of the outstanding swap is amortized (i.e. reduced) monthly based upon estimated prepayment rates of the mortgages underlying the securities being hedged. The terms of the outstanding swap at March 31, 1997 and December 31, 1996 follows:

	MATURITY	NOTIONAL AMOUNT	LIBOR INDEX	FIXED RATE	FLOATING RATE AT END OF PERIOD	FAIR VALUE
March 31, 1997.....	1998	\$ 44,070	1-Month	6.18%	5.38%	\$ (135)
December 31, 1996.....	1998	\$ 45,720	1-Month	6.18%	5.67%	\$ (103)

The 1-month LIBOR was 5.69% and 5.50% on March 31, 1997 and December 31, 1996, respectively.

The Company also enters into short sales of Eurodollar and U.S. Treasury interest rate futures contracts as part of its overall interest rate risk management activity. Interest rate futures contracts are commitments to either purchase or sell designated financial instruments at a future date for a specified price and may be settled in cash or through delivery. U.S. Treasury futures have been sold by the Company to hedge the risk of a reduction in the market value of fixed-rate mortgage loans and certain fixed-rate mortgage-backed and related securities available for sale in a rising interest rate environment.

Terms and other information on interest rate futures contracts sold short are as follows:

	MATURITY	NOTIONAL PRINCIPAL	FAIR VALUE
March 31, 1997			
U.S. Treasury futures.....	1997	\$ 264,300	\$ 2,976
December 31, 1996:			
Eurodollar futures.....	1997	\$ 365,000	\$ (558)
	1998	40,000	(87)
U.S. Treasury futures.....	1997	165,100	498

Because interest rate futures contracts are exchange traded, holders of these instruments look to the exchange for performance under these contracts and not the entity holding the offsetting futures contract, thereby minimizing the risk of nonperformance under these contracts. The Company is exposed to credit loss in the event of nonperformance by the counterparty to the swap and controls this risk through credit monitoring procedures. The notional principal amount does not represent the Company's exposure to credit loss.

NOTE 5 REGULATORY REQUIREMENTS

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and the regulations promulgated thereunder established certain minimum levels of regulatory capital for savings

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

institutions subject to Office of Thrift Supervision ("OTS") supervision. The Bank must follow specific capital guidelines stipulated by the OTS which involve quantitative measures of the Bank's assets, liabilities and certain off-balance sheet items. An institution that fails to comply with its regulatory capital requirements must obtain OTS approval of a capital plan and can be subject to a capital directive and certain restrictions on its operations. At March 31, 1997, the minimum regulatory capital requirements were:

- Tangible and core capital of 1.5 percent and 3 percent of total adjusted assets, respectively, consisting principally of stockholders' equity, but excluding most intangible assets, such as goodwill and any net unrealized holding gains or losses on debt securities available for sale.
- Risk-based capital consisting of core capital plus certain subordinated debt and other capital instruments and, subject to certain limitations, general valuation allowances on loans receivable, equal to 8 percent of the value of risk-weighted assets.

At March 31, 1997, the Bank was "well-capitalized" under the prompt corrective action ("PCA") regulations adopted by the OTS pursuant to the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"). To be categorized as "well capitalized", the Bank must maintain minimum core capital, Tier 1 risk-based capital and risk-based capital ratios as set forth in the table below. The Bank's capital amounts and classification are subject to review by federal regulators about components, risk-weightings and other factors. There are no conditions or events since March 31, 1997 that management believes have changed the institution's category.

OCWEN FINANCIAL CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

The following tables summarize the Bank's actual and required regulatory capital at March 31, 1997

	ACTUAL		MINIMUM FOR CAPITAL ADEQUACY PURPOSES		TO BE WELL CAPITALIZED FOR PROMPT CORRECTIVE ACTION PROVISIONS	
	RATIO	AMOUNT	RATIO	AMOUNT	RATIO	AMOUNT
Stockholders' equity, and ratio to total assets.....	9.73%	\$ 249,860				
Net unrealized gain on certain available for sale securities.....		(6,786)				
Excess mortgage servicing rights.....		(222)				
Tangible capital, and ratio to adjusted total assets.....	9.48%	\$ 242,852	1.50%	\$ 38,411		
Tier 1 (core) capital, and ratio to adjusted total assets.....	9.48%	\$ 242,852	3.00%	\$ 76,822	5.00%	\$ 128,037
Tier 1 capital, and ratio to risk-weighted assets.....	8.80%	\$ 242,852			6.00%	\$ 165,574
Allowance for loan and lease losses.....		\$ 21,850				
Subordinated debentures.....		100,000				
Tier 2 Capital.....		121,850				
Total risk-based capital, and ratio to risk-weighted assets.....	13.22%	\$ 364,702	8.00%	\$ 220,765	10.00%	\$ 275,956
Total regulatory assets.....		\$ 2,567,743				
Adjusted total assets.....		\$ 2,560,735				
Risk-weighted assets.....		\$ 2,759,563				

The OTS has promulgated a regulation governing capital distributions. The Bank is considered to be a Tier 1 association under this regulation because it met or exceeded its fully phased-in capital requirements at March 31, 1997. A Tier 1 association that before and after a proposed capital distribution meets or exceeds its fully phased-in capital requirements may make capital distributions during any calendar year equal to the greater of (i) 100% of net income for the calendar year to date plus 50% of its "surplus capital ratio" at the beginning of the year or (ii) 75% of its net income over the most recent four-quarter period. In order to make these capital distributions, the Bank must submit written notice to the OTS 30 days in advance of making the distribution.

In addition to these OTS regulations governing capital distributions, the indenture governing the \$100,000 of 12% subordinated debentures (the "Debentures") due 2005 and issued by the Bank on June 12, 1995 limits the declaration or payment of dividends and the purchase or redemption of common or preferred stock in the aggregate to the sum of 50% of consolidated net income and 100% of all capital contributions and proceeds from the issuance or sale (other than to a subsidiary) of common stock, since the date the Debentures were issued.

Based upon recent discussions with the OTS, the Bank has determined to maintain a core capital ratio of at least 9% and a total risk-based capital ratio of no less than 13%. The Bank also determined to

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

transfer its single-family residential lending activities to non-conforming borrowers to a non-bank subsidiary of Ocwen. The Bank believes at this time that it will continue to be a "well-capitalized institution" under OTS regulations.

NOTE 6 COMMITMENTS AND CONTINGENCIES

At March 31, 1997 the Company had commitments to fund (i) \$65,413 of loans secured by multi-family residential buildings, (ii) \$62,948 of loans secured by office buildings and (iii) \$44,303 of loans secured by hotel properties. Additionally, the Company had commitments of \$1,292 to purchase residential discount loans. The Company, through its investment in subordinated securities and REMIC residuals which had a book value of \$78,116 at March 31, 1997, supports senior classes of mortgage-related securities having an outstanding balance of \$1,317,804.

On October 29, 1996, Ocwen Financial Services, Inc., a wholly-owned subsidiary of Ocwen, entered into an asset purchase agreement ("Asset Purchase Agreement") to acquire Admiral Home Loan ("Admiral"), a California corporation engaged in the origination of loans to credit-impaired borrowers secured by first mortgage liens on single-family residential real property, both through the wholesale acquisition of such loans originated by mortgage brokers and through its retail offices, and selling of such originated loans, servicing released, to third parties. Under the Asset Purchase Agreement, as amended, Ocwen has agreed to pay \$6,750 to acquire an 80% interest in the assets of Admiral. Closing of the acquisition occurred on May 1, 1997.

The Company is subject to various pending legal proceedings. Management, after reviewing these claims with legal counsel, is of the opinion that the resolution of these claims will not have a material effect on the Company's financial position, results of operations, cash flows or liquidity.

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Partners of
BCBF, L.L.C.

In our opinion, the accompanying statement of financial condition and the related statements of operations, of changes in owners' equity and of cash flows present fairly, in all material respects, the financial position of BCBF, L.L.C. (the "Company") at December 31, 1996, and the results of its operations and its cash flows for the period from March 13, 1996 through December 31, 1996, in conformity with generally accepted accounting principles. 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 audit. We conducted our audit of these statements in accordance with generally accepted auditing standards which 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, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for the opinion expressed above.

/s/ Price Waterhouse LLP

PRICE WATERHOUSE LLP
Fort Lauderdale, Florida
January 24, 1997

BCBF, L.L.C.

STATEMENT OF FINANCIAL CONDITION

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

ASSETS

Cash.....	\$	10
Loans held for sale, at lower of cost or market value.....		110,702
Real estate owned, net of a valuation allowance of \$511.....		25,595
Other assets.....		10,526

	\$	146,833

LIABILITIES AND OWNERS' EQUITY

Liabilities:		
Accrued expenses, payables and other liabilities.....	\$	787

Total liabilities.....		787

Owners' Equity:		
Ocwen Federal Bank FSB.....		73,023
BlackRock Capital Finance L.P.....		73,023

Total owners' equity.....		146,046

	\$	146,833

The accompanying notes are an integral part of these financial statements.

STATEMENT OF OPERATIONS

FOR THE PERIOD MARCH 13, 1996 THROUGH DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

Interest income.....	\$ 38,647
Interest expense.....	18,503

Net interest income.....	20,144

Non-interest income:	
Gain on sale of loans held for sale.....	71,156
Gain on sale of loan servicing rights.....	1,048
Loss on real estate owned, net.....	(130)
Loan fees.....	50

	72,124

Non-interest expense:	
Loan servicing fees.....	5,743
Other loan expenses.....	273

	6,016

Net income.....	\$ 86,252

The accompanying notes are an integral part of these financial statements.

BCBF, L.L.C

STATEMENT OF CHANGES IN OWNERS' EQUITY

FOR THE PERIOD MARCH 13, 1996 THROUGH DECEMBER 31, 1996

(DOLLARS IN THOUSANDS)

	OCWEN FEDERAL BANK FSB	BLACKROCK CAPITAL FINANCE L.P.	TOTAL
Contributions of capital.....	\$ 66,204	\$ 66,204	\$ 132,408
Net income.....	43,126	43,126	86,252
Distributions of cash.....	(16,534)	(16,534)	(33,068)
Distributions of securities.....	(19,773)	(19,773)	(39,546)
Balances at December 31, 1996.....	\$ 73,023	\$ 73,023	\$ 146,046

The accompanying notes are an integral part of these financial statements.

STATEMENT OF CASH FLOWS

FOR THE PERIOD MARCH 13, 1996 THROUGH DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

Cash flows from operating activities:	
Net income.....	\$ 86,252
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Provision for losses on real estate owned.....	636
Gain on sale of loans held for sale.....	(71,156)
Gain on sale of real estate owned.....	(775)
Gain on sale of loan servicing rights.....	(1,048)
Purchase of loans held for sale.....	(626,400)
Proceeds from sale of loans held for sale.....	466,806
Principal repayments on loans held for sale.....	42,210
Proceeds from sale of real estate owned.....	4,364
Proceeds from sale of loan servicing rights.....	1,048
Increase in other assets.....	(2,054)
Increase in accrued expenses, payables and other liabilities.....	787

Net cash used in operating activities.....	(99,330)

Cash flows from financing activities:	
Proceeds from note payable.....	473,042
Repayment of note payable.....	(473,042)
Proceeds from capital contributions.....	132,408
Distributions of capital.....	(33,068)

Net cash provided by financing activities.....	99,340

Net increase in cash and cash equivalents.....	10
Cash and cash equivalents at beginning of period.....	--

Cash and cash equivalents at end of period.....	\$ 10

Supplemental disclosure of cash flow information:	
Cash paid during the period for:	
Interest.....	\$ (18,503)

Supplemental schedule of non-cash investing and financing activities:	
Exchange of loans for mortgage-backed securities.....	\$ 394,234

Real estate owned acquired through foreclosure.....	\$ 29,820

Distribution of securities to Partners.....	\$ (39,546)

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION

BCBF, L.L.C. (the "LLC") is a limited liability company formed on March 13, 1996 between Ocwen Federal Bank FSB ("Ocwen"), formerly known as Berkeley Federal Bank and Trust FSB, and BlackRock Capital Finance L.P. ("BlackRock"), or collectively, the "Partners". The Partners each have a 50% interest in the LLC and share equally in net income or loss.

On March 22, 1996, the LLC was notified by the Department of Housing and Urban Development ("HUD") that it was the successful bidder to purchase 16,196 single-family residential loans offered by HUD at an auction (the "HUD Loans"). On April 10, 1996 the LLC consummated the acquisition of the HUD Loans, which had an aggregate unpaid principal balance of \$741,176 for a purchase price of \$626,400. The purchase was financed by \$117,647 in equity contributions, \$35,711 of proceeds from the LLC's concurrent sale of 1,631 HUD Loans and the proceeds from a \$473,042 note payable from an unaffiliated party. No significant activity occurred prior to April 10, 1996.

STATEMENT OF CASH FLOWS

For purposes of reporting cash flows, cash and cash equivalents include cash on hand, interest and non-interest bearing deposits and all highly liquid debt instruments purchased with an original maturity of three months or less.

LOANS HELD FOR SALE

The HUD Loans purchased by the LLC have been designated as held for sale because it is the LLC's intent to securitize and sell the majority of these loans. Loans held for sale are carried at the lower of aggregate cost or market value. Market value is determined based upon current market yields at which recent pools of similar mortgages have been traded. There was no allowance for market value losses on loans held for sale at December 31, 1996.

All of the HUD Loans are secured by first mortgage liens on single-family residences. The HUD Loans were acquired by HUD pursuant to various assignment programs of the Federal Housing Authority ("FHA"). Under programs of the FHA, a lending institution may assign an FHA-insured loan to HUD because of an economic hardship on the part of the borrower which precludes the borrower from making the scheduled principal and interest payments on the loan. FHA-insured loans are also automatically assigned to HUD upon the 20th anniversary of the mortgage loan. In most cases, loans assigned to HUD after this 20 year period are performing under the original terms of the loan. Once a loan is assigned to HUD, the FHA insurance has been paid and the loan is no longer insured. As a result, none of the HUD Loans are insured by the FHA.

The HUD Loans were purchased by the LLC at a substantial discount to the unpaid principal balance of the loans as many of the loans were not performing in accordance with the original terms of the loans or an applicable forbearance agreement. The cost of acquiring the pool of loans was allocated to each individual loan within the pool based on the LLCs' pricing methodology. Loans are considered performing if they are less than 90 days past due based on the original terms of the mortgage loan. Interest income on performing loans is recognized on the accrual method. Interest income on all other loans is recognized on

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

a cash basis due to the uncertainty of collection. Gains and losses on the repayment and the discharging of loans are also reported as part of interest income. In situations where the collateral is foreclosed upon, the loans are transferred to real estate owned upon receipt of title to the property.

REAL ESTATE OWNED

Properties acquired through foreclosure or deed-in-lieu of foreclosure are valued at the lower of the adjusted basis of the loan or fair value less estimated costs of disposal of the property at the date of foreclosure. Properties held are periodically re-evaluated to determine that they are being carried at the lower of cost or fair value less estimated costs to dispose. All of the LLC's real estate owned is held for sale. Gains and losses on the sale of REO are recognized with the passage of title and all risks of ownership to the buyer. Rental income related to properties is reported as income as earned. Holding and maintenance costs related to properties are reported as period costs as incurred. No depreciation expense related to foreclosed real estate held for sale is recorded. Decreases in market value of foreclosed real estate subsequent to foreclosure are recognized as a valuation allowance on a property specific basis. Subsequent increases in market value of the foreclosed real estate are reflected as reductions in the valuation allowance, but not below zero. Such changes in the valuation allowance are charged or credited to income. Additional valuation allowances are also established for the inherent risks in the real estate owned portfolio which have yet to be specifically identified.

INCOME TAXES

Because the LLC is a pass-through entity for federal income tax purposes, provisions for income taxes are established by each of the Partners and not the LLC.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2--ADOPTION OF RECENTLY ISSUED ACCOUNTING STANDARDS

SFAS No. 122, "Accounting for Mortgage Servicing Rights", requires an institution engaged in mortgage banking activities to recognize as a separate asset rights to service mortgage loans for others, regardless of the manner in which those servicing rights are acquired. Upon sale or securitization of loans with servicing rights retained, an entity is required to capitalize the cost associated with the mortgage servicing rights based on their relative fair values. SFAS No. 122 also requires that an institution assess its capitalized mortgage servicing rights for impairment based on the fair value of those rights. Impairment is recognized through a valuation allowance. Provisions of SFAS No. 122 are effective for fiscal years beginning after December 15, 1995. No assets related to mortgage servicing rights were recognized by the LLC at December 31, 1996.

In June 1996, SFAS No. 125, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities", was issued. SFAS No. 125 (i) sets forth the criteria for (a) determining when to recognize financial and servicing assets and liabilities; and (b) accounting for transfers of financial assets as sales or borrowings; and (ii) requires (a) liabilities and derivatives related to a transfer of financial

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

assets to be recorded at fair value; (b) servicing assets and retained interests in transferred assets carrying amounts be determined by allocating carrying amounts based on fair value; (c) amortization of servicing assets and liabilities be in proportion to net servicing income; (d) impairment measurement based on fair value; and (e) pledged financial assets to be classified as collateral.

SFAS No. 125 provides implementation guidance for assessing isolation of transferred assets and for accounting for transfers of partial interests, servicing of financial assets, securitizations, transfers of sales-type and direct financing lease receivables, securities lending transactions, repurchase agreements including "dollar rolls", "wash sales", loan syndications and participations, risk participations in banker's acceptances, factoring arrangements, transfers of receivables with recourse and extinguishments of liabilities. SFAS No. 125 is effective for transfers of servicing of financial assets and extinguishments of liabilities occurring after December 31, 1996, and is to be applied prospectively. Management does not believe the adoption of SFAS No. 125 will have a material impact on the statement of financial condition or results of operations of the LLC.

NOTE 3--FAIR VALUE OF FINANCIAL INSTRUMENTS

Substantially all of the LLC's assets are considered financial instruments. For discounted loans, fair values are not readily available since there are no available trading markets as characterized by current exchanges between willing parties. Accordingly, fair values can only be derived or estimated using various valuation techniques, such as computing the present value of the estimated cash flows using discount rates commensurate with the risks involved. However, the determination of estimated future cash flows is inherently subjective and imprecise.

The fair values reflected below are indicative of the interest rate environments as of December 31, 1996 and do not take into consideration the effects of interest rate fluctuations. In different interest rate environments, fair value results can differ significantly, especially for certain fixed-rate financial instruments and non-accrual assets. In addition, the fair values presented do not attempt to estimate the value of the LLC's future business activities. In other words, they do not represent the LLC's value as a going concern. Furthermore, the differences between the carrying amounts and the fair values presented may not be realized.

Reasonable comparability of fair values among financial institutions is difficult due to the wide range of permitted valuation techniques and numerous estimates that must be made in the absence of secondary market prices. This lack of objective pricing standards introduces a degree of subjectivity to these derived or estimated values. Therefore, while disclosure of estimated fair values of financial instruments is required, readers are cautioned in using this data for purposes of evaluating the financial condition of the LLC.

The methodologies used and key assumptions made to estimate fair value, the estimated fair values determined and recorded carrying values follow:

CASH AND CASH EQUIVALENTS

Cash and cash equivalents have been valued at their carrying amounts as these are reasonable estimates of fair value given the relatively short period of time between origination of the instruments and their expected realization.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

LOANS HELD FOR SALE

The HUD Loans, which are designated held for sale, have been valued at their carrying amount which approximates fair value given that the assumptions used to value such loans at their date of purchase have remained relatively constant.

REAL ESTATE OWNED

Real estate owned, although not a financial instrument, is an integral part of the LLC's discounted loan business. The fair value of real estate owned is estimated based upon appraisals, broker price opinions and other standard industry valuation methods, less anticipated selling costs.

The carrying amounts and the estimated fair values of the LLC's financial instruments and real estate owned at December 31, 1996 are as follows:

	CARRYING AMOUNT	FAIR VALUE
	-----	-----
Financial Assets:		
Cash and cash equivalents.....	\$ 10	\$ 10
Loans held for sale.....	110,702	110,702
Real estate owned, net.....	25,595	31,738

NOTE 4 HUD LOAN PORTFOLIO

The LLC acquired the HUD Loans through an auction at a discount with the intent of securitizing and selling the majority of the loans. Because many of the mortgage loan borrowers are either not current as to principal and interest payments or there is doubt as to their ability to pay in full the contractual principal and interest, the LLC estimated the amounts expected to be realized through foreclosure, collection efforts or other resolution of each HUD loan and the length of time required to complete the collection process in determining the amount it bid to acquire the HUD Loans.

The LLC's HUD Loan portfolio, which has been designated held for sale, consists of the following at December 31, 1996 :

Unpaid principal balance.....	\$ 159,405
Discount.....	(48,703)

	\$ 110,702

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

The following table sets forth information relating to the payment status of the HUD Loans at December 31, 1996:

	AMOUNT	% OF HUD LOANS
	-----	-----
Loans without Forbearance Agreements:		
Past due less than 31 days.....	\$ 6,709	4.21%
Past due 31 to 90 days.....	3,011	1.89
Past due 90 days or more.....	84,509	53.02

	94,229	59.12

Loans with Forbearance Agreements:		
Past due less than 31 days.....	4,867	3.05
Past due 31 to 90 days.....	5,168	3.24
Past due 90 days or more.....	55,141	34.59

	65,176	40.88

Total.....	\$ 159,405	100.00%

Forbearance agreements are agreements entered into by HUD or the LLC with the borrower for the repayment of delinquent payments over a period and for forbearance from foreclosure during the term for such agreement. HUD forbearance agreements are generally twelve months in duration and the borrower may be granted up to a maximum of three consecutive twelve month plans. Under the terms of the contract governing the sale of the HUD Loans, the LLC and Ocwen, as the servicer of the loans, are obligated to comply with the terms of the HUD forbearance agreements, which may be written or oral in nature, until the term of the forbearance agreement expires or there is a default under the forbearance agreement.

The HUD loans are geographically located throughout the United States and Puerto Rico. The following table sets forth the five states in which the largest amount of properties securing the LLC's discounted loans were located at December 31, 1996:

Texas.....	\$ 30,382
California.....	26,596
Connecticut.....	11,729
Maryland.....	9,487
Colorado.....	9,018
Other.....	72,193

Total.....	\$ 159,405

NOTE 5 MORTGAGE LOAN SALES AND SECURITIZATION OF MORTGAGE LOANS

In April 1996, the LLC sold 1,631 loans with an unpaid principal balance of \$61,885 and a net book value of \$34,388 for \$35,711 resulting in a gain on sale of loans of \$1,323.

In October 1996, the LLC securitized 9,825 loans with a unpaid principal balance of \$419,382 and a net book value of \$394,234. Certain of the mortgage related securities created from the securitization were

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

sold in October 1996 for \$431,095, resulting in a gain of \$69,833 which includes a gain of \$12,863 on the sale of \$79,411 of securities directly to Ocwen. Certain other mortgage related securities created from the securitization were distributed to the Partners at their allocated book values which amounted to \$39,546.

NOTE 6 REAL ESTATE OWNED

Real estate owned, net of valuation allowances, is held for sale. The LLC's real estate owned portfolio, acquired through foreclosure or deed-in-lieu of foreclosure, consists of the following at December 31, 1996:

Single-family residential.....	\$ 26,106
Valuation allowance.....	(511)

Real estate owned, net.....	\$ 25,595

The following schedule presents the activity in the valuation allowance on real estate owned for the period from March 13, 1996 to December 31, 1996:

Balance, beginning of period.....	\$ --
Provision for losses.....	636
Charge-offs and sales.....	(125)

Balance, end of period.....	\$ 511

Real estate owned is geographically located throughout the United States and Puerto Rico. The following table sets forth the five states with the largest amount of properties owned by the LLC at December 31, 1996:

Texas.....	\$ 7,782
California.....	6,992
Maryland.....	2,692
Virginia.....	1,318
Georgia.....	1,274
Other.....	5,537

Total.....	\$ 25,595

The following table sets forth the results of the LLC's investment in real estate owned during the period from March 13, 1996 to December 31, 1996:

Description:	
Gains on sales.....	\$ 775
Provision for losses.....	(636)
Carrying costs, net of rental income.....	(269)

Loss on real estate owned, net.....	\$ (130)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 1996
(DOLLARS IN THOUSANDS)

NOTE 7 NOTE PAYABLE

In April 1996, the LLC financed the acquisition of the HUD Loans with the proceeds from a \$473,042 note payable from an unaffiliated party. Interest on the note payable was payable monthly and accrued at a rate equal to LIBOR plus 2.25%. The note payable, which was scheduled to mature in January 1997, was secured by a first position lien on the HUD Loans purchased. Proceeds from the sale of securities resulting from the securitization of 9,825 HUD Loans in October, 1996 and additional capital contributions by the Partners were used to fully repay the note payable in 1996.

NOTE 8 RELATED PARTY TRANSACTIONS

In connection with the LLC's acquisition of the HUD Loans, Ocwen entered into an agreement with the LLC to service the HUD Loans in accordance with its loan servicing and loan default resolution procedures. In return for such servicing, Ocwen receives specified fees which are payable on a monthly basis. For the period from March 13, 1996 to December 31, 1996, Ocwen earned \$5,743 in such servicing fees.

As the servicer for the HUD Loans, Ocwen is responsible for the collection of the payments due from borrowers and the payment of certain costs incurred in connection with the operation and maintenance of real estate owned properties. A cash settlement is made monthly between Ocwen and the LLC for the net of such collections and payments. At December 31, 1996, \$5,447 was due from Ocwen and is included in other assets. Such amount was paid by Ocwen to the LLC in January, 1997.

In connection with the securitization transaction (see Note 5), the LLC sold \$79,411 of securities to Ocwen for a gain of \$12,863. Additionally, the LLC sold certain rights to service the securitized loans to Ocwen for \$1,048.

STATEMENT OF FINANCIAL CONDITION

(DOLLARS IN THOUSANDS)

	MARCH 31, 1997 (UNAUDITED)	DECEMBER 31, 1996
Assets:		
Cash.....	\$ 10	\$ 10
Loans held for sale, at lower of cost or market value.....	48,586	110,702
Real estate owned, net of valuation allowance of \$150 and \$511 at March 31, 1997 and December 31, 1996, respectively.....	12,120	25,595
Other assets.....	9,487	10,526
	<u>\$ 70,203</u>	<u>\$ 146,833</u>
Liabilities and Owners' Equity		
Liabilities:		
Accrued expenses, payables and other liabilities.....	\$ 635	\$ 787
Total liabilities.....	<u>635</u>	<u>787</u>
Owners' Equity:		
Ocwen Federal Bank FSB.....	34,784	73,023
BlackRock Capital Finance L.P.....	34,784	73,023
Total owners' equity.....	<u>69,568</u>	<u>146,046</u>
	<u>\$ 70,203</u>	<u>\$ 146,833</u>

The accompanying notes are an integral part of these financial statements.

BCBF, L.L.C.

STATEMENT OF OPERATIONS

FOR THE THREE MONTHS ENDED MARCH 31, 1997

(DOLLARS IN THOUSANDS)
(UNAUDITED)

Interest income.....	\$ 3,485
Non-interest income:	
Gain on sale of loans held for sale.....	18,412
Gain on real estate owned, net.....	1,543
Loan fees.....	22

	19,977

Operating expenses:	
Loan servicing fees.....	676

Net income.....	\$ 22,786

The accompanying notes are an integral part of these financial statements.

BCBF, L.L.C.

STATEMENT OF CHANGES IN OWNERS' EQUITY

FOR THE PERIOD MARCH 13, 1996 THROUGH DECEMBER 31, 1996 AND

FOR THREE MONTHS ENDED MARCH 31, 1997

(DOLLARS IN THOUSANDS)

	OCWEN FEDERAL BANK FSB	BLACKROCK CAPITAL FINANCE L.P.	TOTAL
Contributions of capital.....	\$ 66,204	\$ 66,204	\$ 132,408
Net income.....	43,126	43,126	86,252
Distributions of cash.....	(16,534)	(16,534)	(33,068)
Distributions of securities.....	(19,773)	(19,773)	(39,546)
Balances at December 31, 1996.....	73,023	73,023	146,046
Net income (unaudited).....	11,393	11,393	22,786
Distributions of cash (unaudited).....	(48,293)	(48,293)	(96,586)
Distributions of securities (unaudited).....	(1,339)	(1,339)	(2,678)
Balances at March 31, 1997 (unaudited).....	\$ 34,784	\$ 34,784	\$ 69,568

The accompanying notes are an integral part of these financial statements.

STATEMENT OF CASH FLOWS

FOR THREE MONTHS ENDED MARCH 31, 1997

(DOLLARS IN THOUSANDS)
(UNAUDITED)

Cash flows from operating activities:	
Net income.....	\$ 22,786
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Provision for losses on real estate owned.....	484
Gain on sale of loans held for sale.....	(18,412)
Gain on sale of real estate owned.....	(4,277)
Proceeds from sale of loans held for sale.....	58,866
Principal repayments on loans held for sale.....	608
Proceeds from sale of real estate owned.....	38,271
Decrease in other assets.....	1,090
Decrease in accrued expenses, payables and other liabilities.....	(152)
Net cash used in operating activities.....	99,264
Cash flows from financing activities:	
Proceeds from capital contributions.....	(96,586)
Distributions of capital.....	(2,678)
Net cash provided by financing activities.....	(99,264)
Net increase in cash and cash equivalents.....	--
Cash and cash equivalents at beginning of period.....	10
Cash and cash equivalents at end of period.....	\$ 10
Supplemental disclosure of cash flow information:	
Cash paid during the period for:	
Interest.....	\$ --
Supplemental schedule of non-cash investing and financing activities:	
Real estate owned acquired through foreclosure.....	\$ 21,004
Distributions of securities to Partners.....	\$ 2,678

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

MARCH 31, 1997
(DOLLARS IN THOUSANDS)

NOTE 1 BASIS OF PRESENTATION

The accompanying unaudited financial statements include the accounts of BCBF, L.L.C. (the "LLC"), a limited liability company formed on March 13, 1996 between Ocwen Financial Corporation ("Ocwen") and BlackRock Capital Finance L.P. ("BlackRock") each having a 50% interest. The financial statements have been prepared in conformity with the instructions to Form 10-Q and Article 10, Rule 10-01 of Regulation S-X for interim financial statements. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles ("GAAP") for complete financial statements.

In the opinion of management, the accompanying financial statements contain all adjustments, consisting of normal recurring accruals, necessary for a fair presentation of the LLC's results for the interim periods. The result of operations and other data for the three months ended March 31, 1997 are not necessarily indicative of the results that may be expected for the entire year. The unaudited financial statements presented herein should be read in conjunction with the audited financial statements and related notes thereto included elsewhere in this Offering Circular.

In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities at the dates of the statement of financial condition and the revenues and expenses for the period covered. Actual results could differ significantly from those estimates and assumptions.

NOTE 2 ADOPTION OF RECENTLY ISSUED ACCOUNTING STANDARDS

On January 1, 1997, the LLC adopted Statement of Financial Accounting Standard ("SFAS") No. 125, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities". SFAS No. 125 (i) sets forth the criteria for (a) determining when to recognize financial and servicing assets and liabilities, and (b) accounting for transfers of financial assets as sales or borrowings; and (ii) requires (a) liabilities and derivatives related to a transfer of financial assets to be recorded at fair value, (b) servicing assets and retained interests in transferred assets carrying amounts be determined by allocating carrying amounts based on fair value, (c) amortization of servicing assets and liabilities be in proportion to net servicing income, (d) impairment measurement based on fair value, and (e) pledged financial assets to be classified as collateral.

SFAS No. 125 provides implementation guidance for assessing isolation of transferred assets and for accounting for transfers of partial interests, servicing of financial assets, securitizations, transfers of sales-type and direct financing lease receivables, securities lending transactions, repurchase agreements including "dollar rolls", "wash sales", loan syndications and participations, risk participations in banker's acceptances, factoring arrangements, transfers of receivables with recourse and extinguishments of liabilities. In December 1996, SFAS No. 127, "Deferral of the Effective Date of FASB Statement No. 125", was issued and delayed implementation for one year certain provisions of SFAS 125. The adoption of SFAS No. 125 did not have any material impact on the results of operations, financial position or cash flows as a result of implementing these Statements.

BCBF, L.L.C.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

MARCH 31, 1997
(DOLLARS IN THOUSANDS)

NOTE 3 SECURITIZATION OF MORTGAGE LOANS

In March, 1997, as part of a larger transaction involving Ocwen and an affiliate of BlackRock, the LLC securitized 1,196 loans with an unpaid principal balance of \$51,714 and past due interest of \$14,209, and a net book value of \$40,454. Proceeds from sales of such securities by the LLC amounted to \$58,866. Ocwen continues to service such loans and is paid a servicing fee.

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NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES DESCRIBED IN THIS PROSPECTUS OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION.

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\$125,000,000

[LOGO]

OCWEN CAPITAL TRUST I

% CAPITAL SECURITIES
(LIQUIDATION AMOUNT \$1,000 PER
CAPITAL SECURITY)
FULLY AND UNCONDITIONALLY GUARANTEED
TO THE EXTENT SET FORTH HEREIN BY

OCWEN FINANCIAL CORPORATION

PROSPECTUS

AUGUST , 1997

LEHMAN BROTHERS
FRIEDMAN, BILLINGS, RAMSEY & CO., INC.
MORGAN STANLEY DEAN WITTER

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Set forth below is an estimate of the expenses to be incurred in connection with the offering of securities described herein.

SEC registration fee.....	\$ 37,879
NASD fee.....	13,000
Legal fees and expenses.....	75,000
Accounting fees and expenses.....	50,000
Trustee fees and expenses.....	12,000
Printing, postage and delivery expenses.....	50,000
Blue Sky fees and expenses.....	7,500
Miscellaneous expenses.....	14,621

Total.....	\$ 260,000

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* To be included by amendment.

In addition to the foregoing, the Underwriting Agreement provides for underwriting discounts, certain dealer concessions and the reimbursement of certain expenses. See "Underwriting" in the Prospectus.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Article V of the Company's Articles of Incorporation provides as follows:

INDEMNIFICATION

This corporation shall, to the fullest extent permitted by the provisions of Fla. Stat. Section 607.0850, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 607.0850 of the Florida Business Corporation Act provides as follows:

607.0850 INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.--(1) A corporation shall have the power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best

interests of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) A corporation shall have power to indemnify any person, who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(3) To the extent that a director, officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

(4) Any indemnification under subsection (1) or subsection (2), unless pursuant to a determination by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsection (1) or subsection (2). Such determination shall be made:

(a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the board of directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(1) Selected by the board of directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

(2) If a quorum of the directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full board of directors (in which directors who are parties may participate); or

(d) By the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such proceeding or, if no such quorum is obtainable, by a majority vote of shareholders who were not parties to such proceeding.

(5) Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (4)(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

(6) Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by

or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the corporation pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the board of directors deems appropriate.

(7) The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and a corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit;

(c) In the case of a director, a circumstance under which the liability provisions of s.607.0834 are applicable; or

(d) Willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

(8) Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

(9) Unless the corporation's articles of incorporation provide otherwise, notwithstanding the failure of a corporation to provide indemnification, and despite any contrary determination of the board or of the shareholders in the specific case, a director, officer, employee, or agent of the corporation who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection (3), in which case the court shall also order the corporation to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the corporation of its power pursuant to subsection (7); or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection (1), subsection (2), or subsection (7).

(10) For purposes of this section, the term "corporation" includes, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a

consolidation or merger, so that any person who is or was a director, officer, employee, or agent of a constituent corporation, or is or was serving at the request of a constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, is in the same position under this section with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(11) For purposes of this section:

(a) The term "other enterprises" includes employee benefit plans;

(b) The term "expenses" includes counsel fees, including those for appeal;

(c) The term "liability" includes obligations to pay for a judgment, settlement, penalty, find (including an excise tax assessed with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding;

(d) The term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal;

(e) The term "agent" includes a volunteer;

(f) The term "serving at the request of the corporation" includes any service as a director, officer, employee, or agent of the corporation that imposes duties on such persons, including duties relating to an employee benefit plan and its participants or beneficiaries; and

(g) The term "not opposed to the best interest of the corporation" describes the actions of a person who acts in good faith and in a manner he reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan.

(12) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

Under the Declaration of Trust of Ocwen Capital Trust I, the Company will agree to indemnify each of the Trustees of the Trust or any predecessor Trustee for the Trust, and to hold each Trustee harmless against, any loss, damage, claim, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the Declaration of Trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any to its powers or duties under the Trust.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

During the three months ended March 31, 1997 and the years ended December 31, 1996 and 1995, the Company issued 55,329 shares, 2,928,200 shares and 432,620 shares of Common Stock, respectively, upon the exercise of stock options granted to employees of the Company or its subsidiaries pursuant to the Company's 1991 Non-Qualified Stock Option Plan, as amended. See "Management--Stock Option Plan" and "--Certain Relationships and Related Transactions." These shares were issued for cash and in reliance on the private offering exemption from registration set forth in Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"). During October 1996 and July 1997, the Company issued 3,070 shares and 1,876 shares of Common Stock, respectively, to directors of the Company as compensation pursuant to the Directors Stock Plan. See "Management--Board of Directors Compensation." These shares were issued in reliance on the private offering exemption from registration set forth in Section 4(2) of the Securities Act. In addition to the foregoing, the Company issued (i) 12 shares of Common Stock as holiday gifts during the first quarter of 1997 and (ii) 1,223 shares of Common Stock as gifts to employees of the Company and their spouses on July 29, 1997 in order to satisfy a minimum shareholder requirement in order for the Common Stock to be listed on the NYSE.

During 1995, the Company issued \$7.6 million of 10.5% notes due May 1, 1996 to 14 stockholders of the Company, and on May 1, 1996 the Company reissued \$7.4 million of 10.5% notes due May 1, 1997 to 11 stockholders of the Company. These notes were issued for cash and in reliance on the private offering exemption from registration set forth in Section 4(2) of the Securities Act.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits:

- 1.0 Form of Underwriting Agreement relating to the Capital Securities Offering
- 3.1 Amended and Restated Articles of Incorporation of the Company(1)
- 3.2 Bylaws of the Company(1)
- 4.0 Form of certificate of Common Stock(1)
- 4.1 Form of Indenture relating to the 11.875% Notes due 2003(1)
- 4.2 Form of 11.875% Notes due 2003 (included in Exhibit 4.1)(1)
- 4.3 Certificate of Trust of the Trust*
- 4.4 Declaration of Trust of the Trust
- 4.5 Form of Capital Security of the Trust (included as Exhibit A to Exhibit 4.4)
- 4.6 Form of Indenture relating to the Junior Subordinated Debentures
- 4.7 Form of Junior Subordinated Debenture (included as Exhibit A to Exhibit 4.6)
- 4.8 Form of Guarantee of the Company relating to the Capital Securities
- 4.9 Form of Indenture relating to the 12% Subordinated Debentures due 2005 of Ocwen Federal Bank F.S.B.(3)
- 4.10 Form of 12% Subordinated Debentures due 2005 of Ocwen Federal Bank F.S.B.(3)
- 5.0 Opinion of Elias, Matz, Tiernan & Herrick L.L.P. as to legality of the Junior Subordinated Debentures and the Guarantee to be issued by the Company*
- 5.1 Opinion of Richards, Layton & Finger as to legality of the Capital Securities to be issued by the Trust
- 8.0 Opinion of Elias, Matz, Tiernan & Herrick L.L.P. as to certain federal income tax matters
- 10.1 Ocwen Financial Corporation 1991 Non-Qualified Stock Option Plan, as amended(1)
- 10.2 Ocwen Financial Corporation Annual Incentive Plan(1)
- 10.3 Ocwen Financial Corporation 1996 Stock Plan for Directors, as amended(2)
- 12.0 Computation of ratio of earnings to fixed charges (including interest on deposits)**
- 12.1 Computation of ratio of earnings to fixed charges (excluding interest on deposits)**

- 21.0 Subsidiaries (see "Business--Subsidiaries" in the Prospectus)
- 23.1 Consent of Elias, Matz, Tiernan & Herrick L.L.P. (to be contained in the opinions included as Exhibits 5.0 and 8.0)*
- 23.2 Consent of Richards, Layton & Finger (to be contained in the opinion included as Exhibit 5.1)
- 23.2 Consent of Price Waterhouse LLP
- 25.1 Form T-1 Statement of Eligibility of The Chase Manhattan Bank to act as trustee under the Indenture
- 25.2 Form T-1 Statement of Eligibility of Chase Manhattan Bank Delaware to act as trustee under the Declaration of Trust of the Trust
- 25.3 Form T-1 Statement of Eligibility of The Chase Manhattan Bank under the Guarantee for the benefit of the holders of the Capital Securities

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* Previously filed.

- (1) Incorporated by reference to the similarly described exhibit filed in connection with the Company's Registration Statement on Form S-1, File No. 333-5153, declared effective by the Commission on September 25, 1996.
- (2) Incorporated by reference to the similarly described exhibit included with the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1996.
- (3) To be provided to the Commission upon request.

The Company's management contracts or compensatory plans or arrangements consist of Exhibits No. 10.1, 10.2 and 10.3.

(b) Financial Statements and Schedules:

The Financial Statements listed in the Index to Financial Statements contained in the Prospectus are hereby incorporated herein by reference.

Schedules to the Consolidated Financial Statements are not required under the related instructions or are inapplicable, and therefore have been omitted.

ITEM 17. UNDERTAKINGS

Each of the undersigned Registrants hereby undertakes to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

For purposes of determining any liability under the Securities Act of 1933, 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 of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective.

For the purpose of determining any liability under the Securities Act of 1933, 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.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, each Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities (other than the payment by each Registrant of expenses incurred or paid by a director, officer or controlling person of each 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, each 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 Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Ocwen Financial Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of West Palm Beach, State of Florida, on July 30, 1997.

OCWEN FINANCIAL CORPORATION

By: /s/ WILLIAM C. ERBEY

 William C. Erbey
 CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE
 OFFICER
 (DULY AUTHORIZED REPRESENTATIVE)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
----- /s/ WILLIAM C. ERBEY	Chairman, President and Chief	July 30,
William C. Erbey	Executive Officer (principal executive officer)	1997
----- /s/ HON. THOMAS F. LEWIS	Director	July 30,
Hon. Thomas F. Lewis		1997
----- /s/ W.C. MARTIN	Director	July 25,
W. C. Martin		1997
----- /s/ HOWARD H. SIMON	Director	July 30,
Howard H. Simon		1997
----- /s/ BARRY N. WISH	Director	July 30,
Barry N. Wish		1997
----- /s/ MARK S. ZEIDMAN	Senior Vice President and Chief Financial Officer	July 30,
Mark S. Zeidman	(principal financial and accounting officer)	1997

Pursuant to the requirements of the Securities Act of 1933, Ocwen Capital Trust I has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of West Palm Beach, State of Florida, on July 30, 1997.

OCWEN CAPITAL TRUST
By: OCWEN FINANCIAL CORPORATION,
as Sponsor

By: /s/ WILLIAM C. ERBEY

William C. Erbey
Chairman, President and Chief
Executive
Officer

By: /s/ CHRISTINE A. REICH

Christine A. Reich
Trustee

\$125,000,000

OCWEN CAPITAL TRUST I

___% Capital Securities

UNDERWRITING AGREEMENT

August __, 1997

Lehman Brothers Inc.
Friedman, Billings, Ramsey & Co., Inc.
Morgan Stanley & Co. Incorporated
As Representatives of the several
Underwriters named in Schedule 1,
c/o Lehman Brothers Inc.
Three World Financial Center
New York, New York 10285

Dear Sirs:

Ocwen Capital Trust I (the "Trust"), a statutory business trust created under the Business Trust Act (the "Delaware Act") of the State of Delaware (Chapter 38, Title 12, of the Delaware Code, 12 Del. C. Section 3801 et seq.), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule 1 hereto (the "Underwriters") _____ of its ___% Capital Securities, liquidation amount \$1,000 per Capital Security (the "Capital Securities"). Because NASD Regulation, Inc. (the "NASD") views the Capital Securities offered under the Registration Statements (as defined herein) as interests in a direct participation program, the offering is being made in compliance with Rule 2810 of the NASD Conduct Rules. Offers and sales of the Capital Securities will be made only to (i) "qualified institutional buyers," as defined in Rule 144A under the Securities Act, and (ii) institutional "accredited investors," as defined in Rule 501(a)(1)-(3) of Regulation D under the Securities Act.

The Capital Securities will be guaranteed by Ocwen Financial Corporation (the "Company") with respect to distributions and amounts payable upon liquidation or redemption (the "Guarantee"), to the extent set forth in the Guarantee Agreement (the "Guarantee Agreement"), to be dated as of the Closing Date (as defined below), executed and delivered by the Company and The Chase Manhattan Bank, as trustee (the "Guarantee Trustee"), for the benefit of the holders from time to time of the Capital Securities. The proceeds from the sale of the Capital Securities to the Underwriters will be aggregated with the entire proceeds from the sale by the Trust to the Company of the common securities of the Trust (the "Common Securities") and will be used by the Trust to purchase the ___% Junior Subordinated Debentures due 2027 (the "Debentures") issued by the Company. The Capital Securities and the Common Securities will be issued pursuant to the Amended and Restated Declaration of Trust of the Trust, to be dated as of the Closing Date (the "Declaration"), among the Company, as Depositor, the trustees named therein (the "Trustees") and the holders from time to time of the Capital

Securities and the Common Securities, which represent undivided beneficial interests in the assets of the Trust. The Debentures will be issued pursuant to a Junior Subordinated Indenture, to be dated as of the Closing Date (the "Indenture"), between the Company and The Chase Manhattan Bank, as trustee (the "Debenture Trustee"). The Capital Securities, the Guarantee and the Debentures are collectively referred to herein as the "Offered Securities". This Agreement, the Indenture, the Declaration and the Guarantee Agreement are referred to collectively as the "Operative Documents".

1. Representations, Warranties and Agreements of the Company. Each of the Trust and the Company, jointly and severally, represents, warrants and agrees that:

(a) A registration statement on Form S-1, and amendments thereto, with respect to the Capital Securities has (i) been prepared by the Trust and the Company in conformity with the requirements of the United States Securities Act of 1933 (the "Securities Act") and the rules and regulations (the "Rules and Regulations") of the United States Securities and Exchange Commission (the "Commission") thereunder, (ii) been filed with the Commission under the Securities Act and (iii) become effective under the Securities Act; and a second registration statement on Form S-1 with respect to the Capital Securities (i) may also be prepared by the Trust and the Company in conformity with the requirements of the Securities Act and the Rules and Regulations and (ii) if to be so prepared, will be filed with the Commission under the Securities Act pursuant to Rule 462(b) of the Rules and Regulations on the date hereof. Copies of the first such registration statement and the amendments to such registration statement, together with the form of any such second registration statement, have been delivered by the Trust and the Company to you as the representatives (the "Representatives") of the Underwriters. As used in this Agreement, "Effective Time" means (i) with respect to the first such registration statement, the date and the time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission and (ii) with respect to any second registration statement, the date and time as of which such second registration statement is filed with the Commission, and "Effective Times" is the collective reference to both Effective Times; "Effective Date" means (i) with respect to the first such registration statement, the date of the Effective Time of such registration statement and (ii) with respect to any second registration statement, the date of the Effective Time of such second registration statement, and "Effective Dates" is the collective reference to both Effective Dates; "Preliminary Prospectus" means each prospectus included in any such registration statement, or amendments thereof, before it became effective under the Securities Act and any prospectus filed with the Commission by the Trust and the Company with the consent of the Representatives pursuant to Rule 424(a) of the Rules and Regulations; "Primary Registration Statement" means the first registration statement referred to in this Section 1(a), as amended, at its Effective Time, "Rule 462(b) Registration Statement" means the second registration statement, if any, referred to in this Section 1(a), as filed with the Commission, and "Registration

Statements" means both the Primary Registration Statement and any Rule 462(b) Registration Statement, including in each case all information contained in the final prospectus filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations in accordance with Section 5(a) hereof and deemed to be a part of the Registration Statements as of the Effective Time of the Primary Registration Statement pursuant to paragraph (b) of Rule 430A of the Rules and Regulations; and "Prospectus" means such final prospectus, as first filed with the Commission pursuant to paragraph (1) or (4) of Rule 424(b) of the Rules and Regulations. The Commission has not issued any order preventing or suspending the use of any Preliminary Prospectus.

(b) The Primary Registration Statement conforms (and the Rule 462(b) Registration Statement, if any, the Prospectus and any further amendments or supplements to the Registration Statements or the Prospectus, when they become effective or are filed with the Commission, as the case may be, will conform) in all material respects to the requirements of the Securities Act and the Rules and Regulations and do not and will not, as of the applicable Effective Date (as to the Registration Statements and any amendment thereto) and as of the applicable filing date (as to the Prospectus and any amendment or supplement thereto) contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that no representation or warranty is made as to information contained in or omitted from the Registration Statements or the Prospectus in reliance upon and in conformity with written information furnished to the Trust and the Company through the Representatives by or on behalf of any Underwriter specifically for inclusion therein.

(c) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof contained in the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and, except for directors' qualifying shares and as set forth in the Registration Statements and the Prospectus, are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims; the Company is a savings and loan holding company duly registered under the Home Owners' Loan Act, as amended ("HOLA"), and duly organized and validly existing under the laws of the state of Florida, with full power and authority to own its properties and conduct its business as described in the Registration Statements and the Prospectus, and to execute and deliver this Agreement; the Company owns, directly or indirectly, beneficially and of record 100% of the outstanding shares of capital stock of Ocwen Federal Bank FSB (the "Bank"); the Bank is a federal savings bank duly organized and validly existing under the laws of the United States with full power and authority to own its properties and conduct its business

as described in the Registration Statements and the Prospectus; the Bank is a member in good standing of the Federal Home Loan Bank System; the savings accounts of depositors in the Bank are insured by the Federal Deposit Insurance Corporation (the "FDIC") to the fullest extent permitted by law and the rules and regulations of the FDIC, and no proceedings for the termination of such insurance are pending, or to the best of the Company's knowledge, threatened.

(d) Each of the Company's subsidiaries (as defined in Section 15) have been duly formed and are validly existing and in good standing under the laws of their respective jurisdictions of incorporation; the Company and each of its subsidiaries are duly qualified to do business and are in good standing as foreign corporations in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification and in which the failure singularly or in the aggregate, to be so qualified could have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged; and none of the subsidiaries (other than the Bank and BCBF, L.L.C. ("BCBF"), each a "Significant Subsidiary" and together the "Significant Subsidiaries") is a "significant subsidiary", as such term is defined in Rule 405 of the Rules and Regulations.

(e) All of the outstanding beneficial interests of the Trust have been duly authorized and validly issued and are fully paid and nonassessable undivided beneficial interests in the assets of the Trust except as provided in Section [9.1(b)] of the Declaration; the holders of such beneficial interests of the Trust have no preemptive or other rights to acquire Capital Securities or Common Securities; there are no restrictions on transfers of the Capital Securities and the Common Securities except as required under the Securities Act and the Declaration; the holders of the Capital Securities will be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit incorporated under the General Corporation Law of the State of Delaware; and all of the issued and outstanding Common Securities of the Trust will be directly owned by the Company free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity.

(f) The Trust has been duly created and is validly existing in good standing as a business trust under the Delaware Act with the power and authority to own property and to conduct its business as described in the Prospectus.

(g) The Declaration has been duly authorized; and when the Capital Securities are delivered and paid for pursuant to this Agreement on the Closing Date, the Declaration will have been duly executed and delivered and will constitute a valid and legally binding instrument enforceable in accordance with

its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(h) The Guarantee Agreement has been duly authorized; and when the Capital Securities are delivered and paid for pursuant to this Agreement on the Closing Date, the Guarantee Agreement will have been duly executed and delivered, assuming due authorization, execution and delivery by the Guarantee Trustee, and will constitute a valid and legally binding instrument enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(i) The Capital Securities and the Common Securities conform to the descriptions thereof contained in the Prospectus.

(j) The Indenture has been duly authorized; and on the Closing Date the Indenture will have been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Debenture Trustee, will constitute a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(k) The Debentures have been duly authorized; and when the Debentures are executed by the Company and delivered on the Closing Date to the Debenture Trustee for authentication in accordance with the Indenture and when authenticated in the manner provided for in the Indenture and delivered against payment therefor, the Debentures will conform to the descriptions thereof contained in the Prospectus and will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(l) The execution, delivery and performance of the Operative Documents by the Trust and the Company and the consummation of the transactions contemplated hereby and thereby will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Trust, the Company or any of the Company's subsidiaries is a party or by which the Trust, the Company or any of the Company's subsidiaries is bound or to which any of the properties or assets of the Trust, the Company or any of the Company's subsidiaries is subject except for such breaches or violations which would not, singularly or in the aggregate, have a material

adverse effect on the general affairs, management, financial position, stockholders' equity or results of operations of the Trust, the Company and the Company's subsidiaries, nor will such actions result in any violation of the provisions of the charter (or other organizational document) or by-laws of the Company or any of its subsidiaries, the Declaration or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Trust, the Company or any of the Company's subsidiaries or any of their properties or assets; and except for the registration of the Capital Securities under the Securities Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act and applicable state or foreign securities laws in connection with the purchase and distribution of the Capital Securities by the Underwriters, no consent, approval, authorization or order of, or filing or registration with, any such court or governmental agency or body is required for the execution, delivery and performance of the Operative Documents by the Trust or the Company and the consummation of the transactions contemplated thereby.

(m) There are no contracts, agreements or understandings between the Trust or the Company and any person granting such person the right to require the Trust or the Company to file a registration statement under the Securities Act with respect to any securities of the Trust owned or to be owned by such person or to require the Trust or the Company to include such securities in the securities registered pursuant to the Registration Statements or in any securities being registered pursuant to any other registration statement filed by the Trust and the Company under the Securities Act.

(n) Neither the Company nor any of its subsidiaries has sustained, since the date of the latest audited financial statements included in the Prospectus, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus; and, since such date, there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Registration Statements.

(o) The financial statements (including the related notes and supporting schedules) filed as part of the Registration Statements or included in the Prospectus present fairly the financial condition and results of operations of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved, except as otherwise stated therein.

(p) Price Waterhouse LLP, who have certified certain financial statements of the Company and BCBF, whose reports appear in the Prospectus and who have delivered the initial letter referred to in Section 7(g) hereof, are independent public accountants as required by the Securities Act and the Rules and Regulations.

(q) There are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or asset of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, are reasonably likely to have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries; and to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or by others.

(r) There are no contracts or other documents which are required to be described in the Prospectus or filed as exhibits to either of the Registration Statements by the Securities Act or by the Rules and Regulations which have not been described in the Prospectus or filed as exhibits to either of the Registration Statements or incorporated therein by reference as permitted by the Rules and Regulations.

(s) No relationship, direct or indirect, exists between or among the Company on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company on the other hand, which is required to be described in the Prospectus which is not so described.

(t) The Company has filed all federal, state and local income and franchise tax returns required to be filed through the date hereof and has paid all taxes due thereon, and no tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company have any knowledge of any tax deficiency which, if determined adversely to the Company or any of its subsidiaries, is reasonably likely to have) a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries.

(u) Since the date as of which information is given in the Prospectus through the date hereof, and except as may otherwise be disclosed in the Registration Statements, the Company has not (i) issued or granted any securities, (ii) incurred any liability or obligation, direct or contingent, other than liabilities and obligations which were incurred in the ordinary course of business, (iii) entered into any transaction not in the ordinary course of business or (iv) declared or paid any dividend on its capital stock.

(v) The Company (i) makes and keeps accurate books and records and (ii) maintains internal accounting controls which provide reasonable assurance that (A)

transactions are executed in accordance with management's authorization, (B) transactions are recorded as necessary to permit preparation of its financial statements and to maintain accountability for its assets, (C) access to its assets is permitted only in accordance with management's authorization and (D) the reported accountability for its assets is compared with existing assets at reasonable intervals.

(w) Neither the Company nor any of the Company's subsidiaries is in violation of its charter (or other organizational document) or by-laws; the Trust is not in violation of its certificate of Trust or Declaration; and neither the Trust, the Company nor any of the Company's subsidiaries (i) is in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (ii) is in violation in any material respect of any law, ordinance, governmental rule, regulation or court decree to which it or its properties or assets may be subject or has failed to obtain any material license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its properties or assets or to the conduct of its business.

(x) Neither the Trust nor the Company nor any subsidiary of the Company is an "investment company" within the meaning of such term under the Investment Company Act of 1940 and the rules and regulations of the Commission thereunder.

2. Purchase of the Capital Securities by the Underwriters. On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, the Trust agrees to sell \$125,000,000 of its Capital Securities to the several Underwriters and each of the Underwriters, severally and not jointly, agrees to purchase the respective liquidation amount of Capital Securities set forth opposite that Underwriter's name in Schedule 1 hereto. The respective purchase obligations of the Underwriters with respect to the Capital Securities shall be rounded among the Underwriters to avoid fractional shares, as the Representatives may determine.

The Trust shall not be obligated to deliver any of the certificates evidencing the Capital Securities to be delivered on the Delivery Date (as hereinafter defined) except upon payment for all the Capital Securities to be purchased on the Delivery Date as provided herein.

3. Offering of Capital Securities by the Underwriters. Upon authorization by the Representatives of the release of the Capital Securities, the several Underwriters propose to offer the Capital Securities for sale upon the terms and conditions set forth in the Prospectus; provided,

however, that no Capital Securities registered pursuant to the Rule 462(b) Registration Statement, if any, shall be offered prior to the Effective Time thereof.

4. Delivery of and Payment for the Capital Securities. Delivery of and payment for the Capital Securities shall be made at the office of Simpson Thacher & Bartlett at 425 Lexington Avenue, New York, New York, 10017, at 10:00 A.M., New York City time, on the third (fourth, if pricing occurs after 4:30 p.m. New York City time) full business day following the date of this Agreement or at such other date or place as shall be determined by agreement between the Representatives and the Company and the Trust. This date and time are sometimes referred to as the "Delivery Date." On the Delivery Date, the Trust shall deliver or cause to be delivered certificates representing the Capital Securities to the Representatives for the account of each Underwriter against payment to or upon the order of the Trust of the purchase price by wire transfer. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. Upon delivery, the certificates evidencing the Capital Securities shall be registered in such names and in such denominations as the Representatives shall request in writing not less than two full business days prior to the Delivery Date. For the purpose of expediting the checking and packaging of the certificates for the Capital Securities, the Company shall make the certificates representing the Capital Securities available for inspection by the Representatives in New York, New York, not later than 2:00 P.M., New York City time, on the business day prior to the Delivery Date.

As compensation for the Underwriters' commitment and in view of the fact that the proceeds of the sale of the Capital Securities and the Common Securities will be used to purchase the Debentures, the Company will pay, on the Closing Date, to the Underwriters a commission of ___% of the liquidation amount of the Capital Securities purchased by the Underwriters on the Closing Date by wire transfer to a bank account designated by Lehman Brothers Inc.

5. Further Agreements of the Company. The Trust and the Company agree:

(a) To prepare the Rule 462(b) Registration Statement, if necessary, in a form approved by the Representatives and to file such Rule 462(b) Registration Statement with the Commission not later than the day following the execution and delivery of this Agreement; to prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than 10:00 A.M., New York City time, on the day following the execution and delivery of this Agreement; to make no further amendment or any supplement to the Registration Statements or to the Prospectus except as permitted herein; to advise the Representatives, promptly after it receives notice thereof of the time when any amendment to either Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to provide the Representatives with copies thereof; to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or

suspending the use of any Preliminary Prospectus or the Prospectus, of the suspension of the qualification of the Capital Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statements or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

(b) To furnish promptly to Lehman Brothers Inc. a signed copy of each of the Registration Statements as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith;

(c) To deliver promptly to the Representatives in New York City such number of the following documents as the Representatives shall reasonably request: (i) conformed copies of the Registration Statements as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement and the computation of per share earnings) and (ii) each Preliminary Prospectus, the Prospectus (not later than 10:00 A.M., New York City time, of the day following the execution and delivery of this Agreement) and any amended or supplemented Prospectus (not later than 10:00 A.M., New York City time, on the day following the date of such amendment or supplement); and, if the delivery of a prospectus is required at any time after the Effective Time of the Primary Registration Statement in connection with the offering or sale of the Capital Securities (or any other securities relating thereto) and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend or supplement the Prospectus in order to comply with the Securities Act, to notify the Representatives and, upon their request, to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Prospectus which will correct such statement or omission or effect such compliance;

(d) To file promptly with the Commission any amendment to the Registration Statements or the Prospectus or any supplement to the Prospectus that may, in the judgment of the Company or the Representatives, be required by the Securities Act or requested by the Commission;

(e) Prior to filing with the Commission (i) any amendment to either of the Registration Statements or supplement to the Prospectus or (ii) any Prospectus

pursuant to Rule 424 of the Rules and Regulations, to furnish a copy thereof to the Representatives and counsel for the Underwriters and obtain the consent of the Representatives to the filing;

(f) As soon as practicable after the Effective Date of the Primary Registration Statement, to make generally available to the holders of Capital Securities and to deliver to the Representatives an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Company, Rule 158);

(g) For a period of five years following the Effective Date of the Primary Registration Statement, to furnish to the Representatives (i) copies of all materials furnished by the Company to its shareholders generally, (ii) copies of all public reports and all reports and financial statements furnished by the Company to the principal national securities exchange or automated quotation system upon which the Company's Common Stock may be listed or quoted pursuant to requirements of or agreements with such exchange or system, (iii) copies of all reports filed by the Company with the Commission pursuant to the Exchange Act or any rule or regulation of the Commission thereunder and (iv) copies of the publicly available reports filed by the Bank with the OTS;

(h) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Capital Securities for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Capital Securities; provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction; and

(i) During the period beginning from the date of this Agreement and continuing to and including the earlier of (i) the termination of trading restrictions on the Capital Securities, as communicated to the Company by the Representatives, and (ii) 90 days following the Closing Date, the Trust and the Company will not offer, sell, contract to sell or otherwise dispose of any additional securities of the Trust or the Company substantially similar to the Capital Securities or any securities convertible into or exchangeable for or that represent the right to receive any such similar securities, without the consent of Lehman Brothers Inc., on behalf of the Representatives.

6. Expenses. The Company agrees to pay all expenses incidental to the performance of its and the Trust's obligations under the Operative Documents, including (a) the costs incident to the authorization, issuance, sale and delivery of the Capital Securities and any taxes payable in that connection; (b) the costs incident to the preparation, printing and filing

under the Securities Act of the Registration Statements and any amendments and exhibits thereto; (c) the costs of distributing the Registration Statements as originally filed and each amendment thereto and any post-effective amendments thereof (including, in each case, exhibits), any Preliminary Prospectus, the Prospectus and any amendment or supplement to the Prospectus, all as provided in this Agreement; (d) the costs of reproducing and distributing the Operative Documents; (e) the costs of distributing the terms of agreement relating to the organization of the underwriting syndicate and selling group to the members thereof by mail, telex or other means of communication; (f) the filing fees incident to securing any required review by the National Association of Securities Dealers, Inc. of the terms of sale of the Capital Securities; (g) any applicable listing or other fees; (h) the fees and expenses of qualifying the Capital Securities under the securities laws of the several jurisdictions as provided in Section 5(h) and of preparing, printing and distributing a Blue Sky Memorandum (including related fees and expenses of counsel to the Underwriters); and (i) all other costs and expenses incident to the performance of the obligations of the Trust and the Company under this Agreement; provided that, except as provided in this Section 6 and in Section 11, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel, any transfer taxes on the Capital Securities which they may sell and the expenses of advertising any offering of the Capital Securities made by the Underwriters.

7. Conditions of Underwriters' Obligations. The respective obligations of the Underwriters hereunder are subject to the accuracy, when made and on the Delivery Date, of the representations and warranties of the Company and the Trust contained herein, to the performance by the Company of its obligations hereunder, and to each of the following additional terms and conditions:

(a) The Rule 462(b) Registration Statement, if any, and the Prospectus shall have been timely filed with the Commission in accordance with Section 5(a); no stop order suspending the effectiveness of either of the Registration Statements or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in either of the Registration Statements or the Prospectus or otherwise shall have been complied with.

(b) No Underwriter shall have discovered and disclosed to the Company on or prior to the Delivery Date that either of the Registration Statements or the Prospectus or any amendment or supplement thereto contains any untrue statement of a fact which, in the opinion of Simpson Thacher & Bartlett, counsel for the Underwriters, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of the Operative Documents, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be satisfactory in all respects to counsel for the Underwriters, the Company and

the Trust shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Elias, Matz, Tiernan & Herrick L.L.P. shall have furnished to the Representatives its written opinion, as counsel to the Trust and the Company, addressed to the Underwriters and dated the Delivery Date, in form and substance satisfactory to the Representatives, to the effect that:

(i) The Company is a savings and loan holding company duly registered under HOLA;

(ii) The Bank has been duly organized and is validly existing as a federal savings bank under the laws of the United States of America, with full corporate power and authority to own its properties and conduct its business as described in the Registration Statements and the Prospectus, and is a member of the Federal Home Loan Bank of New York;

(iii) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof contained in the Prospectus; and all of the issued shares of capital stock of the Bank have been duly and validly authorized and issued and are fully paid, non-assessable and are directly or indirectly owned of record and, to such counsel's knowledge, beneficially by the Company, free and clear of all liens, encumbrances, equities or claims;

(iv) To the best of such counsel's knowledge and other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or asset of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, reasonably could be expected to have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries; and, to such counsel's knowledge, no such proceedings are threatened or contemplated by governmental authorities or by others;

(v) The Primary Registration Statement was declared effective under the Securities Act as of the date and time specified in such opinion, the Rule 462(b) Registration Statement, if any, was filed with the Commission on the date specified therein, the Prospectus was filed with the Commission pursuant to the subparagraph of Rule 424(b) of the Rules and Regulations specified in such opinion on the date specified therein and no stop order suspending the effectiveness of either of the Registration

Statements has been issued and, to the knowledge of such counsel, no proceeding for that purpose is pending or threatened by the Commission;

(vi) The Registration Statements, as of their respective Effective Dates, and the Prospectus, as of its date, and any further amendments or supplements thereto, as of their respective dates, made by the Trust and the Company prior to the Delivery Date (other than the financial statements and other financial and statistical data contained therein, as to which such counsel need express no opinion) complied as to form in all material respects with the requirements of the Securities Act and the Rules and Regulations;

(vii) The statements contained in the Prospectus under the captions "Regulation", "Taxation-Federal Taxation" and "Description of Capital Stock", insofar as they describe federal statutes, rules and regulations, constitute a fair summary thereof and the opinion of such counsel filed as Exhibit 8 to the Registration Statements is confirmed and the Underwriters may rely upon such opinion as if it were addressed to them;

(viii) The statements made in the Prospectus under the captions "Description of Junior Subordinated Debentures", "The Trust", "Description of Capital Securities", "Description of Guarantee" and "Relationship Among the Capital Securities, the Junior Subordinated Debentures and the Guarantee", insofar as such statements purport to constitute summaries of the terms of the Capital Securities, the Junior Subordinated Debentures and the Guarantee Agreement, constitute accurate summaries of the terms of the Capital Securities, Junior Subordinated Debentures and Guarantee Agreement;

(ix) The statements in the Prospectus under the caption "Certain United States Federal Income Tax Consequences" are accurate and fairly summarize the matters referred to therein;

(x) To such counsel's knowledge, there are no contracts or other documents which are required to be described in the Prospectus or filed as exhibits to the Registration Statements by the Securities Act or by the Rules and Regulations which have not been described or filed as exhibits to the Registration Statements or incorporated therein by reference as permitted by the Rules and Regulations;

(xi) This Agreement has been duly authorized, executed and delivered by the Company;

(xii) The Declaration has been duly authorized, executed and delivered by the Company;

(xiii) The Indenture has been duly authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery thereof by the Indenture Trustee, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing; and the Debentures have been duly authorized, executed and delivered by the Company in accordance with the provisions of the Indenture and, assuming due authentication by the Trustee, when delivered to and paid for by the Trust as contemplated by this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing);

(xiv) The Guarantee Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the Guarantee Trustee, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing);

(xv) The issue and sale of the Capital Securities being delivered on the Delivery Date by the Trust and the compliance by the Trust and the Company with all of the provisions of the Operative Documents and the consummation of the transactions contemplated hereby and thereby will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties or assets of the Company or any of its subsidiaries is subject, except for such conflicts, breaches, violations or defaults which individually or in the aggregate would not have a material adverse effect

on the operations, business or condition of the Company and its subsidiaries taken as a whole, nor will such actions result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries or any statute or any order, rule or regulation known to such counsel of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets; and, except for the registration of the Capital Securities under the Securities Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act and applicable state or foreign securities laws in connection with the purchase and distribution of the Capital Securities by the Underwriters, no consent, approval, authorization or order of, or filing or registration with, any such court or governmental agency or body is required for the execution, delivery and performance of the Operative Documents by the Trust or the Company and the consummation of the transactions contemplated hereby and thereby;

(xvi) The savings accounts of depositors in the Bank are insured by the FDIC to the fullest extent permitted by law and the rules and regulations of the FDIC, and no proceedings for the termination of such insurance are pending, or to such counsel's knowledge, threatened; and

(xvii) To such counsel's knowledge, neither the Company nor any of its subsidiaries is party to or otherwise the subject of any consent decree, memorandum of understanding, written agreement or similar supervisory or enforcement agreement or understanding with the OTS, the FDIC or any other government authority or agency responsible for the supervision, regulation or insurance of depository institutions or their holding companies.

In rendering such opinion, such counsel may (i) state that its opinion is limited to matters governed by the Federal laws of the United States of America and the laws of Florida. Such counsel shall also have furnished to the Representatives a written statement, addressed to the Underwriters and dated the Delivery Date, in form and substance satisfactory to the Representatives, to the effect that (x) such counsel has, in its capacity as special counsel to the Company, participated in conferences with officers and other representatives of the Company, representatives of the independent public accountants of the Company and representatives of the Representatives at which the contents of the Registration Statements and the Prospectus have been discussed, and (y) based on the foregoing, no facts have come to the attention of such counsel which lead it to believe that the Registration Statements, as of their respective Effective Dates, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading, or that the Prospectus contains any untrue statement of a

material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The foregoing opinion and statement may be qualified by a statement to the effect that such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statements or the Prospectus, except for the statements made in the Prospectus under the captions "Regulation", "Taxation-Federal Taxation", "Description of Capital Stock", "Description of Junior Subordinated Debentures", "The Trust", "Description of Capital Securities", "Description of Guarantee" and "Relationship Among the Capital Securities, the Junior Subordinated Debentures and the Guarantee", insofar as such statements relate to the Capital Securities and concern legal matters.

(e) John R. Erbey, Managing Director, General Counsel and Secretary of the Company, shall have furnished to the Representatives its written opinion addressed to the Underwriters and dated the Delivery Date, in form and substance satisfactory to the Representatives, to the effect that:

(i) All of the issued shares of capital stock of each Significant Subsidiary of the Company have been duly and validly authorized and issued and are fully paid, non-assessable and are directly or indirectly owned of record and beneficially by the Company, free and clear of all liens, encumbrances, equities or claims;

(ii) Each of the Company's Significant Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation; the Company and each of its subsidiaries are duly qualified to do business and are in good standing as foreign corporations in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification (other than those jurisdictions in which the failure to so qualify would not have a materially adverse effect on the Company or the Company and its subsidiaries taken as a whole), and have all the power and authority necessary to own or hold their respective properties and conduct the businesses in which they are engaged;

(iii) Other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or asset of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, reasonably could be expected to have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries; and, to the best of such counsel's

knowledge, no such proceedings are threatened or contemplated by governmental authorities or by others;

(iv) This Agreement has been duly authorized, executed and delivered by the Company;

(v) The Declaration has been duly authorized, executed and delivered by the Company;

(vi) The Indenture has been duly authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery thereof by the Indenture Trustee, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing; and the Debentures have been duly authorized, executed and delivered by the Company in accordance with the provisions of the Indenture and, assuming due authentication by the Trustee, when delivered to and paid for by the Trust as contemplated by this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing);

(vii) The Guarantee Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the Guarantee Trustee, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing); and

(viii) The issue and sale of the Capital Securities being delivered on the Delivery Date by the Trust and the compliance by the Trust and the Company with all of the provisions of the Operative Documents and the consummation of the transactions contemplated hereby and thereby will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed

of trust, loan agreement or other agreement or instrument known to such counsel to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties or assets of the Company or any of its subsidiaries is subject, except for such conflicts, breaches, violations or defaults which individually or in the aggregate would not have a material adverse effect on the operations, business or condition of the Company and its subsidiaries taken as a whole, nor will such actions result in any violation of the provisions of the charter (or other organizational document) or by-laws of the Company or any of its subsidiaries or any statute or any decree, judgment or order of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets; and, except for the registration of the Capital Securities under the Securities Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act and applicable state or foreign securities laws in connection with the purchase and distribution of the Capital Securities by the Underwriters, no consent, approval, authorization or order of, or filing or registration with, any such court or governmental agency or body is required for the execution, delivery and performance of the Operative Documents by the Trust and the Company and the consummation of the transactions contemplated hereby and thereby.

In rendering such opinion, such counsel may (i) state that its opinion is limited to matters governed by the Federal laws of the United States of America and the laws of Florida. Such counsel shall also have furnished to the Representatives a written statement, addressed to the Underwriters and dated the Delivery Date, in form and substance satisfactory to the Representatives, to the effect that (x) such counsel has acted as counsel to the Company in connection with the preparation of the Registration Statements, and (y) based on the foregoing, no facts have come to the attention of such counsel which lead it to believe that the Registration Statements, as of their respective Effective Dates, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading, or that the Prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The foregoing opinion and statement may be qualified by a statement to the effect that such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statements or the Prospectus.

(f) Richards Layton & Finger shall have furnished to the Representatives its written opinion, as special counsel to the Trust and the Company, addressed

to the Underwriters and dated the Delivery Date, in form and substance satisfactory to the Representatives, to the effect that:

(i) The Trust has been duly created and is validly existing in good standing as a business trust under the Delaware Act, and all filings required under the laws of the State of Delaware with respect to the creation and valid existence of the Trust as a business trust have been made;

(ii) Under the Delaware Act and the Declaration, the Trust has the trust power and authority to own its property and conduct its business as set forth in the Declaration;

(iii) The Declaration constitutes a valid and binding obligation of the Company and the Trustees, and is enforceable against the Company and the Trustees in accordance with its terms, subject, as to enforcement, to the effect upon the Declaration of (i) bankruptcy, insolvency, moratorium, receivership, reorganization, liquidation, fraudulent transfer and other similar laws relating to the rights and remedies of creditors generally, (ii) principles of equity, including applicable law relating to fiduciary duties (regardless of whether considered and applied in a proceeding in equity or at law), and (iii) the effect of applicable public policy on the enforceability of provisions relating to indemnification or contribution;

(iv) Under the Delaware Act and the Declaration, the Trust has the trust power and authority (i) to execute and deliver, and to perform its obligations under, this Agreement and (ii) to issue and perform its obligations under the Capital Securities and the Common Securities;

(v) Under the Delaware Act and the Declaration, the execution and delivery by the Trust of this Agreement, and the performance by the Trust of its obligations hereunder, have been duly authorized by all necessary trust action on the part of the Trust;

(vi) The Capital Securities have been duly authorized by the Declaration and are duly and validly issued and, subject to the qualifications set forth herein, fully paid and nonassessable undivided beneficial interests in the assets of the Trust and are entitled to the benefits of the Declaration. The holders of the Capital Securities, as beneficial owners of the Trust, will be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. Such counsel may note that the holders of Capital Securities may be obligated, pursuant to the Declaration, (i) to provide indemnity and/or

security in connection with and pay taxes or governmental charges arising from transfers or exchanges of certificates for Capital Securities and the issuance of replacement certificates for Capital Securities, and (ii) to provide security or indemnity in connection with requests of or directions to the Property Trustee to exercise its rights and powers under the Declaration;

(vii) Under the Delaware Act and the Declaration, the issuance of the Capital Securities is not subject to preemptive rights;

(viii) The issuance and sale by the Trust of the Capital Securities, the execution, delivery and performance by the Trust of this Agreement, the consummation by the Trust of the transactions contemplated hereby and compliance by the Trust with its obligations hereunder, and the performance by the Company, as sponsor, of its obligations under the Declaration (A) do not violate (i) any of the provisions of the certificate of trust of the Trust or the Declaration or (ii) any applicable Delaware law or administrative regulation (except that such counsel need express no opinion with respect to the securities laws of the State of Delaware) and (B) do not require any consent, approval, license, authorization or validation of, or filing or registration with, any Delaware legislative, administrative or regulatory body under the laws or administrative regulations of the State of Delaware (except that such counsel need express no opinion with respect to the securities laws of the state of Delaware); and

(ix) Assuming that the Trust derives no income from or in connection with sources within the State of Delaware and has no assets, activities (other than maintaining the Delaware Trustee and the filing of documents with the Secretary of State of the State of Delaware) or employees in the State of Delaware, the holders of the Capital Securities (other than those holders of Capital Securities who reside or are domiciled in the State of Delaware) will have no liability for income taxes imposed by the State of Delaware solely as a result of their participation in the Trust, and the Trust will not be liable for any income tax imposed by the State of Delaware.

(g) With respect to the letter of Price Waterhouse LLP delivered to the Representatives concurrently with the execution of this Agreement (the "initial letter"), the Trust and the Company shall have furnished to the Representatives a letter (the "bring-down letter") of such accountants, addressed to the Underwriters and dated the Delivery Date (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date of the

bring-down letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than three days prior to the date of the bring-down letter), the conclusions and findings of such firm with respect to the financial information and other matters covered by the initial letter and (iii) confirming in all material respects the conclusions and findings set forth in the initial letter.

(h) The Company shall have furnished to the Representatives a certificate, dated the Delivery Date, of its Chairman of the Board, its President, a Managing Director or a Vice President and its chief financial officer stating that, to the best of his or her knowledge,

(i) the representations, warranties and agreements of the Company and the Trust in Section 1 are true and correct as of the Delivery Date; each of the Company and the Trust has complied in all material respects with all its agreements contained herein; and the conditions set forth in Section 7(a) have been fulfilled;

(ii) (A) neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included in the Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus or (B) since such date there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Registration Statements; and

(iii) they have carefully examined the Registration Statements and the Prospectus and, in their opinion (A) the Registration Statements, as of their respective Effective Dates, and the Prospectus, as of each of the Effective Dates, did not include any untrue statement of a material fact and did not omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and (B) since the Effective Date of the Primary Registration Statement, no event has occurred which should have been set forth in a supplement or amendment to either of the Registration Statements or the Prospectus.

(i)(i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Prospectus any loss or interference with its business from fire, explosion, flood or

other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus or (ii) since such date there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Registration Statements, the effect of which, in any such case described in clause (i) or (ii), is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Capital Securities being delivered on the Delivery Date on the terms and in the manner contemplated in the Prospectus.

(j) Subsequent to the execution and delivery of this Agreement (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) of the Rules and Regulations and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities.

(k) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange or the American Stock Exchange or in the over-the-counter market, or trading in any securities of the Company on any exchange or in the over-the-counter market, shall have been suspended or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a banking moratorium shall have been declared by Federal or state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the judgment of a majority in interest of the several Underwriters, impracticable or inadvisable to proceed with the public offering or delivery of the Capital Securities being delivered on the Delivery Date on the terms and in the manner contemplated in the Prospectus.

(l) The consummation of the Common Stock Offering (as defined in the Prospectus) shall have occurred.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance satisfactory to counsel for the Underwriters.

8. Indemnification and Contribution.

(a) The Trust and the Company shall, jointly and severally, indemnify and hold harmless each Underwriter, its officers and employees and each person, if any, who controls any Underwriter within the meaning of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of the Capital Securities), to which that Underwriter, officer, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained (A) in any Preliminary Prospectus, either of the Registration Statements or the Prospectus, or in any amendment or supplement thereto, or (B) in any blue sky application or other document prepared or executed by the Trust or the Company (or based upon any written information furnished by the Trust or the Company) specifically for the purpose of qualifying any or all of the Capital Securities under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a "Blue Sky Application"), (ii) the omission or alleged omission to state in any Preliminary Prospectus, either of the Registration Statements or the Prospectus, or in any amendment or supplement thereto, or in any Blue Sky Application any material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any act or failure to act, or any alleged act or failure to act, by any Underwriter in connection with, or relating in any manner to, the Capital Securities or the offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon matters covered by clause (i) or (ii) above (provided that the Company and the Trust shall not be liable in the case of any matter covered by this clause (iii) to the extent that it is determined in a final judgement by a court of competent jurisdiction that such loss, claim, damage, liability or action resulted directly from any such act or failure to act undertaken or omitted to be taken by such Underwriter through its gross negligence or wilful misconduct), and shall reimburse each Underwriter and each such officer, employee and controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter, officer, employee or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Trust and the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, either of the Registration Statements or the Prospectus, or in any such amendment or supplement, or in any Blue Sky Application in reliance upon and in conformity with the written information furnished to the Company through the Representatives by or on behalf of any Underwriter specifically for inclusion therein and described in Section 8(e); and provided further that as to any Preliminary Prospectus this indemnity agreement shall not inure to the benefit of any Underwriter, its officers or employees or any person controlling that Underwriter on account of any loss, claim, damage,

liability or action arising from the sale of Capital Securities to any person by that Underwriter if that Underwriter failed to send or give a copy of the Prospectus, as the same may be amended or supplemented, to that person within the time required by the Securities Act, and the untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact in such Preliminary Prospectus was corrected in the Prospectus, unless such failure resulted from non-compliance by the Trust and the Company with Section 5(c). The foregoing indemnity agreement is in addition to any liability which the Trust or the Company may otherwise have to any Underwriter or to any officer, employee or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Trust and the Company, their officers and employees, each of their directors and each person, if any, who controls the Trust or the Company within the meaning of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Trust or the Company or any such director, officer or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained (A) in any Preliminary Prospectus, either of the Registration Statements or the Prospectus, or in any amendment or supplement thereto, or (B) in any Blue Sky Application or (ii) the omission or alleged omission to state in any Preliminary Prospectus, either of the Registration Statements or the Prospectus, or in any amendment or supplement thereto, or in any Blue Sky Application any material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the written information furnished to the Company through the Representatives by or on behalf of that Underwriter specifically for inclusion therein and described in Section 8(e), and shall reimburse the Trust and the Company and any such director, officer or controlling person for any legal or other expenses reasonably incurred by the Trust or the Company or any such director, officer or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred. The foregoing indemnity agreement is in addition to any liability which any Underwriter may otherwise have to the Company or any such director, officer or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, provided further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying

party, to assume the defense thereof with counsel satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment thereof has been specifically authorized by the indemnifying party in writing, (ii) such indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party and in the reasonable judgment of such counsel it is advisable for such indemnified party to employ separate counsel or (iii) the indemnifying party has failed to assume the defense of such action and employ counsel reasonably satisfactory to the indemnified party, in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for all such indemnified parties, which firm shall be designated in writing by the Representatives, if the indemnified parties under this Section 8 consist of any Underwriter or any of their respective officers, employees or controlling persons, or by the Company, if the indemnified parties under this Section 8 consist of the Trust or the Company or any of their directors, officers, employees or controlling persons. No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding, or (ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there be a final judgment of the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss of liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Trust and the Company on the one hand and the Underwriters on the other from the offering of the Capital Securities or (ii) if the

allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Trust and 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, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Trust and the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Capital Securities purchased under this Agreement (before deducting expenses) received by the Trust and the Company, on the one hand, and the total underwriting discounts and commissions received by the Underwriters with respect to the Capital Securities purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of the Capital Securities under this Agreement, in each case as set forth in the table on the cover page of the Prospectus. The 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 Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Trust, the Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 8(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, damage or liability, or action in respect thereof, referred to above in this Section 8(d) shall be deemed to include, for purposes of this Section 8(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 8(d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Capital Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall 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 8(d) are several in proportion to their respective underwriting obligations and not joint.

(e) The Underwriters severally confirm that the statements with respect to the public offering of the Capital Securities set forth on the cover page of, and under the caption "Underwriting" in, the Prospectus are correct and constitute the only information furnished in writing to the Company by or on behalf of the Underwriters specifically for inclusion in the Registration Statements and the Prospectus.

9. Defaulting Underwriters.

If, on the Delivery Date, any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated

to purchase the Capital Securities which the defaulting Underwriter agreed but failed to purchase on the Delivery Date in the respective proportions which the liquidation amount of Capital Securities opposite the name of each remaining non-defaulting Underwriter in Schedule 1 hereto bears to the total liquidation amount of Capital Securities set opposite the names of all the remaining non-defaulting Underwriters in Schedule 1 hereto; provided, however, that the remaining non-defaulting Underwriters shall not be obligated to purchase any of the Capital Securities on the Delivery Date if the total liquidation amount of Capital Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase on such date exceeds 9.09% of the total liquidation amount of Capital Securities to be purchased on the Delivery Date, and any remaining non-defaulting Underwriter shall not be obligated to purchase more than 110% of the liquidation amount of Capital Securities which it agreed to purchase on the Delivery Date pursuant to the terms of Section 2. If the foregoing maximums are exceeded, the remaining non-defaulting Underwriters, or those other underwriters satisfactory to the Representatives who so agree, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, all the Capital Securities to be purchased on the Delivery Date. If the remaining Underwriters or other underwriters satisfactory to the Representatives do not elect to purchase the shares which the defaulting Underwriter or Underwriters agreed but failed to purchase on the Delivery Date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Trust and the Company, except that the Trust and the Company will continue to be liable for the payment of expenses to the extent set forth in Sections 6 and 11. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context requires otherwise, any party not listed in Schedule 1 hereto who, pursuant to this Section 9, purchases Capital Securities which a defaulting Underwriter agreed but failed to purchase.

Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Trust or the Company for damages caused by its default. If other underwriters are obligated or agree to purchase the Capital Securities of a defaulting or withdrawing Underwriter, either the Representatives or the Trust may postpone the Delivery Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement, the Prospectus or in any other document or arrangement.

10. Termination. The obligations of the Underwriters hereunder may be terminated by the Representatives by notice given to and received by the Company prior to delivery of and payment for the Capital Securities if, prior to that time, any of the events described in Sections 7(i), 7(j) or 7(k) shall have occurred or if the Underwriters shall decline to purchase the Capital Securities for any reason permitted under this Agreement.

11. Reimbursement of Underwriters' Expenses. If (a) the Trust shall fail to tender the Capital Securities for delivery to the Underwriters for any reason permitted under this Agreement, or (b) the Underwriters shall decline to purchase the Capital Securities for any reason permitted under this Agreement (including the termination of this Agreement pursuant to Section 10), the Company shall reimburse the Underwriters for the reasonable fees and expenses of their counsel and for such other out-of-pocket expenses as shall have been incurred by them in

connection with this Agreement and the proposed purchase of the Capital Securities, and upon demand the Company shall pay the full amount thereof to the Representatives. If this Agreement is terminated pursuant to Section 9 by reason of the default of one or more Underwriters, the Company shall not be obligated to reimburse any defaulting Underwriter on account of those expenses.

12. Notices, etc. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Underwriters, shall be delivered or sent by mail, telex or facsimile transmission to Lehman Brothers Inc., Three World Financial Center, New York, New York 10285, Attention: Syndicate Department (Fax: 212-528-8822);

(b) if to the Trust or the Company, shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Primary Registration Statement, Attention: Secretary (Fax: 561-681-8177);

provided, however, that any notice to an Underwriter pursuant to Section 8(c) shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its acceptance telex to the Representatives, which address will be supplied to any other party hereto by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Trust and the Company shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriters by Lehman Brothers Inc. on behalf of the Representatives.

13. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Trust, the Company, and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (A) the representations, warranties, indemnities and agreements of the Trust and the Company contained in this Agreement shall also be deemed to be for the benefit of the officers and employees of each Underwriter and the person or persons, if any, who control each Underwriter within the meaning of Section 15 of the Securities Act and (B) the indemnity agreement of the Underwriters contained in Section 8(b) of this Agreement shall be deemed to be for the benefit of directors, officers and employees of the Company and any person controlling the Company within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 13, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

14. Survival. The respective indemnities, representations, warranties and agreements of the Trust and the Company and the Underwriters contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Capital Securities and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

15. Definition of the Terms "Business Day" and "Subsidiary". For purposes of this Agreement, (a) "business day" means any day on which the New York Stock Exchange, Inc. is open for trading and (b) "subsidiary" has the meaning set forth in Rule 405 of the Rules and Regulations.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

17. Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

18. Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing correctly sets forth the agreement among the Company and the Underwriters, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

Ocwen Financial Corporation

By

William C. Erbey
Chairman, President and
Chief Executive Officer

Ocwen Capital Trust I

By: Ocwen Financial Corporation, as Sponsor

By

[]

Accepted:

Lehman Brothers Inc.
Friedman, Billings, Ramsey & Co., Inc.
Morgan Stanley & Co. Incorporated

For themselves and as Representatives
of the several Underwriters named
in Schedule 1 hereto

By Lehman Brothers Inc.

By

Authorized Representative

SCHEDULE 1

Liquidation amount of
Capital Securities

Underwriters

Lehman Brothers Inc.....
Friedman, Billings, Ramsey & Co., Inc.....
Morgan Stanley & Co. Incorporated.....

Total.....

\$ _____

- - - - -
AMENDED AND RESTATED DECLARATION OF TRUST

OCWEN CAPITAL TRUST I

Dated as of August __, 1997
- - - - -

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AMENDED AND RESTATED DECLARATION OF TRUST

THIS AMENDED AND RESTATED DECLARATION OF TRUST ("Declaration") dated as of August __, 1997 among Ocwen Financial Corporation, a Florida corporation, as Sponsor, William C. Erbey, John R. Erbey and Christine A. Reich as the initial Regular Trustees, The Chase Manhattan Bank, as the initial Property Trustee and Chase Manhattan Bank Delaware, as the initial Delaware Trustee, not in their individual capacities but solely as Trustees, and the holders, from time to time, of undivided beneficial ownership interests in the Trust to be issued pursuant to this Declaration.

WHEREAS, Ocwen Capital Trust I (the "Trust") was established as a business trust under the Business Trust Act (as defined herein) pursuant to a Declaration of Trust dated as of June 6, 1997, (the "Original Declaration") and a Certificate of Trust filed with the Secretary of State of the State of Delaware on June 6, 1997; and

WHEREAS, pursuant to the Original Declaration, the Sponsor removed Mark Ferrucci as a trustee of the Trust and appointed Chase Manhattan Bank Delaware as a trustee of the Trust; and

WHEREAS, to reflect such removal and appointment of trustees of the Trust, a Restated Certificate of Trust (the "Certificate of Trust") was filed with the Secretary of State of the State of Delaware; and

WHEREAS, the sole purpose of the Trust shall be to issue and sell certain securities representing undivided beneficial ownership interests in the assets of the Trust, to invest the proceeds from such sales in the Debentures issued by the Debenture Issuer (as those terms are hereinafter defined) and to engage in only those activities necessary or incidental thereto; and

WHEREAS, all of the Trustees and the Sponsor, by this Declaration, amend and restate each and every term and provision of the Original Declaration.

NOW, THEREFORE, it being the intention of the parties hereto that the Trust constitute a business trust under the Business Trust Act, the Trustees hereby declare that all assets contributed to the Trust be held in trust for the benefit of the holders, from time to time, of the Securities representing undivided beneficial ownership interests in the assets of the Trust issued hereunder, subject to the provisions of this Declaration.

ARTICLE 1

INTERPRETATION AND DEFINITIONS

Section 1.1 Interpretation and Definitions.

Unless the context otherwise requires:

(a) capitalized terms used in this Declaration but not defined in the preamble above have the respective meanings assigned to them in this Section 1.1;

(b) a term defined anywhere in this Declaration has the same meaning throughout;

(c) all references to "the Declaration" or "this Declaration" are to this Declaration as modified, supplemented or amended from time to time;

(d) all references in this Declaration to Articles and Sections are to Articles and Sections of this Declaration unless otherwise specified;

(e) a term defined in the Trust Indenture Act has the same meaning when used in this Declaration unless otherwise defined in this Declaration or unless the context otherwise requires; and

(f) a reference to the singular includes the plural and vice versa.

"Affiliate" has the same meaning as given to that term in Rule 405 of the Securities Act or any successor rule thereunder.

"Authorized Officer" of a Person means any Person that is authorized to bind such Person.

"Bankruptcy Event" means, with respect to any Person:

(a) the entry of a decree or order by a court having jurisdiction in the premises judging such Person as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjudication or composition of or in respect of such Person under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or of any substantial part of its property or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(b) the institution by such Person of proceedings to be adjudicated as a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of such Person or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due and its willingness to be adjudicated as bankrupt, or the taking of corporate action by such Person in furtherance of any such action.

"Book Entry Interest" means a beneficial interest in a Global Certificate, ownership and transfers of which shall be maintained and made through book entries by a Clearing Agency as described in Section 7.11

"Business Day" means any day other than a Saturday or Sunday or a day on which banking institutions in The City of New York are authorized or required by law or executive order to remain closed or a day on which the Corporate Trust Office of the Property Trustee or the Debenture Trustee is closed for business.

"Business Trust Act" means Chapter 38 of Title 12 of the Delaware Code, 12 Del. Code Section 3801 et seq., as it may be amended from time to time, or any successor legislation.

"Capital Security" has the meaning specified in Section 7.1.

"Capital Security Beneficial Owner" means, with respect to a Book Entry Interest, a Person who is the beneficial owner of such Book Entry Interest, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a Clearing Agency Participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"Capital Security Certificate" means a certificate representing a Capital Security.

"Certificate" means a Common Security Certificate or a Capital Security Certificate.

"Certificate of Trust" has the meaning specified in the recitals hereto.

"Clearing Agency" means an organization registered as a "Clearing Agency" pursuant to Section 17A of the Exchange Act that is acting as depositary for the Capital Securities and in whose name or in the name of a nominee of that organization shall be registered a Global Certificate and which shall undertake to effect book entry transfers and pledges of the Capital Securities.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time the Clearing Agency effects book entry transfers and pledges of securities deposited with the Clearing Agency.

"Closing Date" means the date on which the Capital Securities are issued and sold.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor legislation. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Declaration, as such specific section or corresponding provision

is in effect on the date of application of the provisions of this Declaration containing such reference.

"Commission" means the Securities and Exchange Commission.

"Common Security" has the meaning specified in Section 7.1

"Common Security Certificate" means a definitive certificate in fully registered form representing a Common Security.

"Compounded Distributions" has the meaning set forth in Section 7.2(a).

"Corporate Trust Office" means the office of the Property Trustee at which the corporate trust business of the Property Trustee shall, at any particular time, be principally administered, which office at the date of execution of this Declaration is located at 450 West 33rd Street, 15th Floor, New York, New York 10001-2697, Attention: Global Trust Services; telecopy no. (212) 946-8154.

"Covered Person" means (a) any officer, director, shareholder, partner, member, representative, employee or agent of (i) the Trust or (ii) the Trust's Affiliates; and (b) any Holder.

"Debenture Issuer" means Ocwen Financial Corporation in its capacity as issuer of the Debentures under the Indenture or any successor entity resulting from any consolidation, amalgamation, merger or other business combination.

"Debenture Issuer Indemnified Person" means (a) any Regular Trustee; (b) any Affiliate of any Regular Trustee; (c) any officers, directors, shareholders, members, partners, employees, representatives or agents of any Regular Trustee or any Affiliate thereof; or (d) any officer, employee or agent of the Trust or its Affiliates.

"Debenture Trustee" means The Chase Manhattan Bank, in its capacity as trustee under the Indenture until a successor is appointed thereunder, and thereafter means such successor trustee.

"Debentures" means the series of debentures to be issued by the Debenture Issuer under the Indenture to be held by the Property Trustee.

"Definitive Capital Security Certificates" has the meaning set forth in Section 7.11.

"Delaware Trustee" has the meaning set forth in Section 6.2.

"Depository" means, with respect to Securities issuable in whole or in part in the form of one or more Global Securities, a clearing agency registered under the Exchange Act that is designated to act as Depository for such Securities.

"Direct Action" shall have the meaning set forth in Section 7.5(c).

"Distribution" means a distribution payable to Holders in accordance with Section 7.2.

"DTC" means The Depository Trust Company, the initial Depositary.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, or any successor legislation.

"Fiduciary Indemnified Person" has the meaning set forth in Section 9.4(b).

"Fiscal Year" has the meaning set forth in Section 10.1.

"Global Certificate" has the meaning set forth in Section 7.11.

"Guarantee" means the guarantee agreement of the Sponsor in respect of the Capital Securities and the Common Securities.

"Holder" means a Person in whose name a Certificate representing a Security is registered, such Person being a beneficial owner within the meaning of the Business Trust Act; provided, however, that in determining whether the Holders of the requisite liquidation amount of Capital Securities have voted on any matter provided for in this Declaration, then for the purpose of such determination only (and not for any other purpose hereunder), if the Capital Securities remain in the form of one or more Global Certificates, the term "Holders" shall mean the holder of the Global Certificate acting at the direction of the Capital Security Beneficial Owners.

"Indemnified Person" means a Debenture Issuer Indemnified Person or a Fiduciary Indemnified Person.

"Indenture" means the Indenture dated as of August __, 1997, among the Debenture Issuer and the Debenture Trustee, and any indenture supplemental thereto pursuant to which the Debentures are to be issued.

"Indenture Event of Default" has the meaning given to the term "Event of Default" in the Indenture.

"Investment Company" means an investment company as defined in the Investment Company Act and the regulations promulgated thereunder.

"Investment Company Act" means the Investment Company Act of 1940, as amended from time to time, or any successor legislation.

"Investment Company Event" means the receipt by the Trust of an opinion of counsel, rendered by a law firm experienced in such matters, to the effect that, as a result of

the occurrence of a change in law or regulation or a change in interpretation or application of law or regulation by any legislative body, court, governmental agency or regulatory authority (a "Change in 1940 Act Law"), the Trust is or will be considered an "investment company" that is required to be registered under the Investment Company Act, which Change in 1940 Act Law becomes effective on or after the Closing Date.

"Legal Action" has the meaning set forth in Section 3.6(g).

"List of Holders" has the meaning specified in Section 2.2(a).

"Majority in Liquidation Amount" means, except as provided in the terms of the Capital Securities or by the Trust Indenture Act, Holder(s) of outstanding Securities, voting together as a single class, or, as the context may require, Holders of outstanding Capital Securities or Holders of outstanding Common Securities, voting separately as a class, who are the record owners of more than 50% of the aggregate liquidation amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities of the relevant class.

"Officers' Certificate" means, with respect to any Person (other than Regular Trustees who are natural persons), a certificate signed by two Authorized Officers of such Person. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Declaration shall include:

(a) a statement that each officer signing the Officers' Certificate has read the covenant or condition and the definitions relating thereto;

(b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;

(c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with; provided, that the term "Officers' Certificate", when used with reference to Regular Trustees who are natural persons shall mean a certificate signed by two of the Regular Trustees which otherwise satisfies the foregoing requirements.

"Paying Agent" has the meaning specified in Section 7.7.

"Payment Amount" has the meaning specified in Section 7.2(a).

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust,

unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Property Account" has the meaning set forth in Section 3.8(c).

"Property Trustee" means the Trustee meeting the eligibility requirements set forth in Section 6.3.

"Pro Rata" means pro rata to each Holder according to the aggregate liquidation amount of the Securities held by the relevant Holder in relation to the aggregate liquidation amount of all Securities outstanding.

"Quorum" means a majority of the Regular Trustees or, if there are only two Regular Trustees, both of them.

"Redemption/Distribution Notice" has the meaning set forth in Section 7.4.

"Redemption Price" has the meaning set forth in Section 7.3.

"Regular Trustee" means any Trustee other than the Property Trustee and the Delaware Trustee.

"Regulatory Capital Event" means that the Sponsor shall have received an opinion of independent bank regulatory counsel experienced in such matters to the effect that, as a result of (a) any amendment to or change (including any announced prospective change) in the laws (or any regulations thereunder) of the United States or any rules, guidelines or policies of the appropriate regulatory authorities or (b) any official administrative pronouncement or judicial decision for interpreting or applying such laws or regulations which amendment or change is effective or such pronouncement or decision is announced on or after the Closing Date, the Capital Securities do not constitute, or within 90 days of the date thereof will not constitute, Tier I capital or its then equivalent, applied as if the Sponsor were a bank holding company (as that concept is used in the guidelines or regulations issued by the Board of Governors of the Federal Reserve System as then in effect); provided, however, that the distribution of the Debentures in connection with the liquidation of the Trust by the Sponsor shall not in and of itself constitute a Regulatory Capital Event unless such liquidation shall have occurred in connection with a Tax Event or an Investment Company Event.

"Responsible Officer" means, with respect to the Property Trustee, any officer within the Corporate Trust Office of the Property Trustee, including any vice-president, any assistant vice-president, the secretary, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Property Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer's knowledge of and familiarity with the particular subject.

"Rule 3a-5" means Rule 3a-5 under the Investment Company Act or any successor rule thereunder.

"Securities" means the Common Securities and the Capital Securities.

"Securities Act" means the Securities Act of 1933, as amended from time to time, or any successor legislation.

"Special Event" means a Tax Event, a Regulatory Capital Event or an Investment Company Event.

"Sponsor" means Ocwen Financial Corporation, a Delaware corporation, or any successor entity resulting from a merger, consolidation, amalgamation or other business combination, in its capacity as sponsor of the Trust.

"Successor Delaware Trustee" has the meaning specified in Section 6.6(b).

"Successor Entity" has the meaning specified in Section 3.15(b)(i).

"Successor Property Trustee" has the meaning specified in Section 6.6(b).

"Super Majority" has the meaning set forth in Section 2.6(a)(ii).

"Tax Event" means the receipt by the Trust of an opinion of counsel, rendered by a law firm experienced in such matters, to the effect that, as a result of any amendment to, change in or announced proposed change in the laws (or any regulations thereunder) of the United States or any political subdivision or taxing authority thereof or therein, or as a result of any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations, which amendment or change is adopted or such proposed change, pronouncement or decision is announced on or after the Closing Date, there is more than an insubstantial risk that (i) the Trust is, or will be within 90 days of the date of such opinion, subject to the United States federal income tax with respect to income received or accrued on the Debentures, (ii) interest payable by the Sponsor on such Debentures is not, or within 90 days of the date of such opinion, will not be, deductible by the Sponsor, in whole or in part, for United States federal income tax purposes, or (iii) the Trust is, or will be within 90 days of the date of such opinion, subject to more than a de minimis amount of other taxes, duties or other governmental charges.

"10% in Liquidation Amount" means, except as provided in the terms of the Capital Securities or by the Trust Indenture Act, Holder(s) of outstanding Securities, voting together as a single class, or, as the context may require, Holders of outstanding Capital Securities or Holders of outstanding Common Securities, voting separately as a class, who are the record owners of 10% or more of the aggregate liquidation amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities of the relevant class.

"Treasury Regulations" means the income tax regulations, including temporary and proposed regulations, promulgated under the Code by the United States Treasury, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Trust Enforcement Event" in respect of the Securities means an Indenture Event of Default has occurred and is continuing in respect of the Debentures.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended from time to time, or any successor legislation.

"Trustee" or "Trustees" means each Person who has signed this Declaration as a trustee, so long as such Person shall continue in office in accordance with the terms hereof, and all other Persons who may from time to time be duly appointed, qualified and serving as Trustees in accordance with the provisions hereof, and references herein to a Trustee or the Trustees shall refer to such Person or Persons solely in their capacity as trustees hereunder.

"Trustees' Authorization Certificate" means a written certificate signed by two of the Regular Trustees for the purpose of establishing the terms and form of the Capital Securities and the Common Securities as determined by the Regular Trustees.

ARTICLE 2

TRUST INDENTURE ACT

Section 2.1 Trust Indenture Act; Application.

(a) This Declaration is subject to the provisions of the Trust Indenture Act that are required to be part of this Declaration and shall, to the extent applicable, be governed by such provisions.

(b) The Property Trustee shall be the only Trustee which is a Trustee for the purposes of the Trust Indenture Act.

(c) If and to the extent that any provision of this Declaration conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

(d) The application of the Trust Indenture Act to this Declaration shall not affect the Trust's classification as a grantor trust for United States Federal income tax purposes and shall not affect the nature of the Securities as equity securities representing undivided beneficial ownership interests in the assets of the Trust.

Section 2.2 Lists of Holders.

(a) Each of the Sponsor and the Regular Trustees on behalf of the Trust shall provide the Property Trustee with a list, in such form as the Property Trustee may reasonably require, of the names and addresses of the Holders of the Securities ("List of Holders"), (i) not later than _____ and _____ of each year and current as of such date, and (ii) at any other time, within 30 days of receipt by the Trust of a written request from the Property Trustee for a List of Holders as of a date no more than 15 days before such List of Holders is given to the Property Trustee; provided that neither the Sponsor nor the Regular Trustees on behalf of the Trust shall be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Property Trustee by the Sponsor and the Regular Trustees on behalf of the Trust. The Property Trustee shall preserve, in as current a form as is reasonably practicable, all information contained in Lists of Holders given to it or which it receives in the capacity as Paying Agent (if acting in such capacity), provided that the Property Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Property Trustee shall comply with its obligations under, and shall be entitled to the benefits of, Sections 311(a), 311(b) and 312(b) of the Trust Indenture Act.

Section 2.3 Reports by the Property Trustee.

Within 60 days after May 15 of each year (commencing with the year of the first anniversary of the issuance of the Capital Securities), the Property Trustee shall provide to the Holders of the Capital Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Property Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

Section 2.4 Periodic Reports to the Property Trustee.

Each of the Sponsor and the Regular Trustees on behalf of the Trust shall provide to the Property Trustee such documents, reports and information as required by Section 314 (if any) of the Trust Indenture Act and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act, provided that such compliance certificate shall be delivered on or before 120 days after the end of each calendar year of the Sponsor.

Section 2.5 Evidence of Compliance with Conditions Precedent.

Each of the Sponsor and the Regular Trustees on behalf of the Trust shall provide to the Property Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Declaration that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

Section 2.6 Trust Enforcement Events; Waiver.

(a) The Holders of a Majority in Liquidation Amount of the Capital Securities may, by vote, on behalf of the Holders of all of the Capital Securities, waive any past Trust Enforcement Event in respect of the Capital Securities and its consequences, provided that, if the underlying Indenture Event of Default:

- (i) is not waivable under the Indenture, the Trust Enforcement Event under the Declaration shall also not be waivable; or
- (ii) requires the consent or vote of greater than a majority in principal amount of the holders of the Debentures (a "Super Majority") to be waived under the Indenture, the Trust Enforcement Event under the Declaration may only be waived by the vote of the Holders of at least the proportion in liquidation amount of the Capital Securities that the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding.

The foregoing provisions of this Section 2.6(a) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration and the Securities, as permitted by the Trust Indenture Act. Upon such waiver, any such default shall cease to exist, and any Trust Enforcement Event with respect to the Capital Securities arising therefrom shall be deemed to have been cured, for every purpose of this Declaration and the Capital Securities, but no such waiver shall extend to any subsequent or other Trust Enforcement Event with respect to the Capital Securities or impair any right consequent thereon. Any waiver by the Holders of the Capital Securities of a Trust Enforcement Event with respect to the Capital Securities shall also be deemed to constitute a waiver by the Holders of the Common Securities of any such Trust Enforcement Event with respect to the Common Securities for all purposes of this Declaration without any further act, vote, or consent of the Holders of the Common Securities.

(b) The Holders of a Majority in Liquidation Amount of the Common Securities may, by vote, on behalf of the Holders of all of the Common Securities, waive any past Trust Enforcement Event in respect of the Common Securities and its consequences, provided that, if the underlying Indenture Event of Default:

- (i) is not waivable under the Indenture, except where the Holders of the Common Securities are deemed to have waived such Trust Enforcement Event under the Declaration as provided below in this Section 2.6(b), the Trust Enforcement Event under the Declaration shall also not be waivable; or
- (ii) requires the consent or vote of a Super Majority to be waived under the Indenture, except where the Holders of the Common

Securities are deemed to have waived such Trust Enforcement Event under the Declaration as provided below in this Section 2.6(b), the Trust Enforcement Event under the Declaration may only be waived by the vote of the Holders of at least the proportion in liquidation amount of the Common Securities that the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding;

provided further, each Holder of Common Securities will be deemed to have waived any Trust Enforcement Event and all Trust Enforcement Events with respect to the Common Securities and the consequences thereof until all Trust Enforcement Events with respect to the Capital Securities have been cured, waived or otherwise eliminated, and until such Trust Enforcement Events with respect to the Capital Securities have been so cured, waived or otherwise eliminated, the Property Trustee will be deemed to be acting solely on behalf of the Holders of the Capital Securities and only the Holders of the Capital Securities will have the right to direct the Property Trustee in accordance with the terms of the Securities. The foregoing provisions of this Section 2.6(b) shall be in lieu of Sections 316(a)(1)(A) and 316(a)(1)(B) of the Trust Indenture Act and such Sections 316(a)(1)(A) and 316(a)(1)(B) of the Trust Indenture Act are hereby expressly excluded from this Declaration and the Securities, as permitted by the Trust Indenture Act. Subject to the foregoing provisions of this Section 2.6(b), upon such waiver, any such default shall cease to exist and any Trust Enforcement Event with respect to the Common Securities arising therefrom shall be deemed to have been cured for every purpose of this Declaration, but no such waiver shall extend to any subsequent or other Trust Enforcement Event with respect to the Common Securities or impair any right consequent thereon.

(c) A waiver of an Indenture Event of Default by the Property Trustee at the direction of the Holders of the Capital Securities constitutes a waiver of the corresponding Trust Enforcement Event with respect to the Capital Securities under this Declaration. The foregoing provisions of this Section 2.6(c) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration and the Securities, as permitted by the Trust Indenture Act.

Section 2.7 Trust Enforcement Event; Notice.

(a) The Property Trustee shall, within 90 days after the occurrence of a Trust Enforcement Event, transmit by mail, first class postage prepaid, to the Holders, notices of all defaults with respect to the Securities actually known to a Responsible Officer of the Property Trustee, unless such defaults have been cured before the giving of such notice (the term "defaults" for the purposes of this Section 2.7(a) being hereby defined to be an Indenture Event of Default, not including any periods of grace provided for therein and irrespective of the giving of any notice provided therein); provided that, except for a default in the payment of principal of (or premium, if any) or interest on any of the Debentures, the Property Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the

Property Trustee in good faith determines that the withholding of such notice is in the interests of the Holders.

(b) The Property Trustee shall not be deemed to have knowledge of any default except:

- (i) a default under Sections 501(1) and 501(2) of the Indenture;
or
- (ii) any default as to which the Property Trustee shall have received written notice or of which a Responsible Officer of the Property Trustee charged with the administration of this Declaration shall have actual knowledge.

ARTICLE 3

ORGANIZATION

Section 3.1 Name and Organization.

The Trust is named "Ocwen Capital Trust I" as such name may be modified from time to time by the Regular Trustees following written notice to the Delaware Trustee, the Property Trustee and the Holders. The Trust's activities may be conducted under the name of the Trust or any other name deemed advisable by the Regular Trustees.

Section 3.2 Office.

The address of the principal office of the Trust is c/o Ocwen Financial Corporation, The Forum, Suite 1000, 1675 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401. On 10 Business Days' written notice to the Delaware Trustee, the Property Trustee and the Holders, the Regular Trustees may designate another principal office.

Section 3.3 Purpose.

The exclusive purposes and functions of the Trust are (a) to issue and sell Securities and use the gross proceeds from such sale to acquire the Debentures, and (b) except as otherwise limited herein, to engage in only those other activities necessary or incidental thereto. The Trust shall not borrow money, issue debt or reinvest proceeds derived from investments, mortgage or pledge any of its assets or otherwise undertake (or permit to be undertaken) any activity that would cause the Trust not to be classified for United States federal income tax purposes as a grantor trust.

The Trust will be classified as a grantor trust for United States federal income tax purposes under Subpart E of Subchapter J of the Code, pursuant to which the owners of the Capital Securities and the Common Securities will be treated as the owners of the Trust's assets for United States federal income tax purposes and, consequently, such owners will

include directly in their gross income their pro rata share of the income paid or accrued on the Debentures as if the Trust did not exist. By the acceptance of this Trust, none of the Trustees, the Sponsor, the Holders or the Capital Securities Beneficial Owners will take any position for United States federal income tax purposes which is contrary to the classification of the Trust as a grantor trust.

Section 3.4 Authority.

(a) Subject to the limitations provided in this Declaration and to the specific duties of the Property Trustee, the Regular Trustees shall have exclusive authority to carry out the purposes of the Trust. An action taken by the Regular Trustees in accordance with their powers shall constitute the act of and serve to bind the Trust and an action taken by the Property Trustee on behalf of the Trust in accordance with its powers shall constitute the act of and serve to bind the Trust. In dealing with the Trustees acting on behalf of the Trust, no Person shall be required to inquire into the authority of the Trustees to bind the Trust. Persons dealing with the Trust are entitled to rely conclusively on the power and authority of the Trustees as set forth in this Declaration.

(b) Except as expressly set forth in this Declaration and except if a meeting of the Regular Trustees is called with respect to any matter over which the Regular Trustees have power to act, any power of the Regular Trustees may be exercised by, or with the consent of, any one such Regular Trustee; and

(c) Except as required by applicable law, any Regular Trustee is authorized to execute on behalf of the Trust any documents which the Regular Trustees have the power and authority to cause the Trust to execute pursuant to Section 3.6.

Section 3.5 Title to Property of the Trust.

Except as provided in Section 3.8 with respect to the Debentures and the Property Account or as otherwise provided in this Declaration, legal title to all assets of the Trust shall be vested in the Trust. The Holders shall not have legal title to any part of the assets of the Trust, but shall have an undivided beneficial interest in the assets of the Trust.

Section 3.6 Powers and Duties of the Regular Trustees.

The Regular Trustees shall have the exclusive power, duty and authority to cause the Trust to engage in the following activities:

(a) to establish the terms and form of the Capital Securities and the Common Securities in the manner specified in Section 7.1 and issue and sell the Capital Securities and the Common Securities in accordance with this Declaration; provided, however, that the Trust may issue no more than one series of Capital Securities and no more than one series of Common Securities, and, provided further, that there shall be no interests in the Trust other than the Securities, and the issuance of Securities shall be limited to a one-time, simultaneous issuance of both Capital Securities and Common Securities on the Closing Date;

(b) in connection with the issue and sale of the Capital Securities to:

- (i) execute and file any documents prepared by the Sponsor, or take any acts as determined by the Sponsor to be necessary, in order to qualify or register all or part of the Capital Securities in any State in which the Sponsor has determined to qualify or register such Capital Securities for sale;
- (ii) if deemed necessary or desirable by the Sponsor, execute and file an application, prepared by the Sponsor, to the New York Stock Exchange, Inc. or any other national stock exchange or the Nasdaq National Market for listing upon notice of issuance of any Capital Securities, the Guarantees and the Debentures; and
- (iii) if deemed necessary or desirable by the Sponsor, execute and file with the Commission a registration statement on Form 8-A, including any amendments thereto, prepared by the Sponsor, relating to the registration of the Capital Securities, the Guarantees and the Debentures under Section 12(b) of the Exchange Act.

(c) to acquire the Debentures with the proceeds of the sale of the Capital Securities and the Common Securities; provided, however, that the Regular Trustees shall cause legal title to the Debentures to be held of record in the name of the Property Trustee for the benefit of the Holders;

(d) to give the Sponsor and the Property Trustee prompt written notice of the occurrence of a Special Event; provided that the Regular Trustees shall consult with the Sponsor and the Property Trustee before taking or refraining from taking any action in relation to any such Special Event;

(e) to establish a record date with respect to all actions to be taken hereunder that require a record date be established, including and with respect to, for the purposes of Section 316(c) of the Trust Indenture Act, Distributions, voting rights, redemptions and exchanges, and to issue relevant notices to the Holders as to such actions and applicable record dates;

(f) to take all actions and perform such duties as may be required of the Regular Trustees pursuant to the terms of the Securities;

(g) to bring or defend, pay, collect, compromise, arbitrate, resort to legal action or otherwise adjust claims or demands of or against the Trust ("Legal Action"), unless pursuant to Section 3.8(e), the Property Trustee has the exclusive power to bring such Legal Action;

(h) to employ or otherwise engage employees and agents (who may be designated as officers with titles) and managers, contractors, advisors and consultants to conduct only those services that the Regular Trustees have authority to conduct directly, and to and pay reasonable compensation for such services;

(i) to cause the Trust to comply with the Trust's obligations under the Trust Indenture Act;

(j) to give the certificate required by Section 314(a)(4) of the Trust Indenture Act to the Property Trustee, which certificate may be executed by any Regular Trustee;

(k) to incur expenses that are necessary or incidental to carry out any of the purposes of the Trust;

(l) to act as, or appoint another Person to act as, registrar and transfer agent for the Securities or to appoint a Paying Agent for the Securities as provided in Section 7.7;

(m) to give prompt written notice to the Holders of the Securities of any notice received from the Debenture Issuer of its election to defer payments of interest on the Debentures by extending the interest payment period under the Debentures as authorized by the Indenture;

(n) to take all action that may be necessary or appropriate for the preservation and the continuation of the Trust's valid existence, rights, franchises and privileges as a statutory business trust under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Holders or to enable the Trust to effect the purposes for which the Trust was created;

(o) to take any action, not inconsistent with applicable law, the Certificate of Trust or the Declaration, that the Regular Trustees determine in their discretion to be necessary or desirable in carrying out the purposes and functions of the Trust as set out in Section 3.3 or the activities of the Trust as set out in this Section 3.6, so long as such actions do not materially adversely affect the interests of the Holders of the Capital Securities, including, but not limited to:

- (i) causing the Trust not to be deemed to be an Investment Company required to be registered under the Investment Company Act;
- (ii) causing the Trust to be classified for United States federal income tax purposes as a grantor trust; and

- (iii) cooperating with the Debenture Issuer to ensure that the Debentures will be treated as indebtedness of the Debenture Issuer for United States federal income tax purposes.

(p) to take all action necessary to cause all applicable tax returns and tax information reports that are required to be filed with respect to the Trust to be duly prepared and filed by the Regular Trustees, on behalf of the Trust; and

(q) to execute all documents or instruments, perform all duties and powers, and do all things for and on behalf of the Trust in all matters necessary or incidental to the foregoing.

The Regular Trustees must exercise the powers set forth in this Section 3.6 in a manner that is consistent with the purposes and functions of the Trust set out in Section 3.3, and the Regular Trustees shall have no power to, and shall not, take any action that is inconsistent with the purposes and functions of the Trust set forth in Section 3.3.

Subject to this Section 3.6, the Regular Trustees shall have none of the powers or the authority of the Property Trustee set forth in Section 3.8.

The Regular Trustees shall take all actions on behalf of the Trust in a manner that is consistent with the purposes and functions of the Trust as set forth in Section 3.3 that are not specifically required by the Declaration to be taken by any other Trustee.

Pursuant to Section 1009 of the Indenture, any expenses incurred by the Regular Trustees pursuant to this Section 3.6 shall be reimbursed by the Debenture Issuer.

Section 3.7 Prohibition of Actions by the Trust and the Trustees.

(a) The Trust shall not, and the Trustees (including the Property Trustee) shall cause the Trust not to, engage in any activity other than as required or authorized by this Declaration. In particular, the Trust shall not and the Trustees (including the Property Trustee) shall cause the Trust not to:

- (i) invest any proceeds received by the Trust from holding the Debentures, but shall distribute all such proceeds to Holders pursuant to the terms of this Declaration and of the Securities;
- (ii) acquire any assets other than the Debentures (and any interest or proceeds received thereon);
- (iii) possess Trust property for other than a Trust purpose;
- (iv) make any loans or incur any indebtedness other than loans represented by the Debentures;

- (v) possess any power or otherwise act in such a way as to vary the Trust assets;
- (vi) possess any power or otherwise act in such a way as to vary the terms of the Securities in any way whatsoever (except to the extent expressly authorized in this Declaration or by the terms of the Securities);
- (vii) issue any securities or other evidences of beneficial ownership of, or beneficial interest in, the Trust other than the Securities;
- (viii) other than as provided in this Declaration or by the terms of the Securities, (A) direct the time, method and place of exercising any trust or power conferred upon the Debenture Trustee with respect to the Debentures, (B) waive any past default that is waivable under the Indenture, (C) exercise any right to rescind or annul any declaration that the principal of all the Debentures shall be due and payable, or (D) consent to any amendment, modification or termination of the Indenture or the Debentures where such consent shall be required unless, in each case, the Trust shall have received (X) the prior approval of the Majority in Liquidation Amount of the Capital Securities; provided, however, that where a consent or action under the Indenture would require the consent or act of the Holders of more than a majority of the aggregate liquidation amount of Debentures affected thereby, only the Holders of the percentage of the aggregate stated liquidation amount of the Capital Securities which is at least equal to the percentage required under the Indenture may direct the Property Trustee to give such consent to take such action and (Y) an opinion of counsel to the effect that such modification will not cause more than an insubstantial risk that the Trust will be deemed an Investment Company required to be registered under the Investment Company Act, or the Trust will not be classified as a grantor trust for United States federal income tax purposes;
- (ix) take any action inconsistent with the status of the Trust as a grantor trust for United States federal income tax purposes; or
- (x) revoke any action previously authorized or approved by a vote of the Holders of the Capital Securities except pursuant to a subsequent vote of the Holders of the Capital Securities.

Section 3.8 Powers and Duties of the Property Trustee.

(a) The legal title to the Debentures shall be owned by and held of record in the name of the Property Trustee in trust for the benefit of the Trust and the Holders. The right, title and interest of the Property Trustee to the Debentures shall vest automatically in each Person who may hereafter be appointed as Property Trustee in accordance with Sections 6.3 and 6.6. Such vesting and cessation of title shall be effective whether or not conveyancing documents with regard to the Debentures have been executed and delivered.

(b) The Property Trustee shall not transfer its right, title and interest in the Debentures to the Regular Trustees or to the Delaware Trustee (if the Property Trustee does not also act as Delaware Trustee).

(c) The Property Trustee shall:

- (i) establish and maintain a segregated non-interest bearing trust account (the "Property Account") in the name of and under the exclusive control of the Property Trustee on behalf of the Holders and, upon the receipt of payments of funds made in respect of the Debentures held by the Property Trustee, deposit such funds into the Property Account and make payments to the Holders from the Property Account in accordance with Section 7.2. Funds in the Property Account shall be held uninvested until disbursed in accordance with this Declaration. The Property Account shall be an account that is maintained with a banking institution the rating on whose long-term unsecured indebtedness is categorized as at least "investment grade" by a "nationally recognized statistical rating organization," as that term is defined for purposes of Rule 436(g)(2) under the Securities Act;
- (ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Debentures are redeemed or mature; and
- (iii) upon written notice of distribution issued by the Regular Trustees in accordance with the terms of the Securities, engage in such ministerial activities as so directed and as shall be necessary or appropriate to effect the distribution of the Debentures to Holders upon the occurrence of a Special Event.

(d) The Property Trustee shall take all actions and perform such duties as may be specifically required of the Property Trustee pursuant to the terms of the Securities.

(e) Subject to Section 3.9(a), the Property Trustee shall take any Legal Action which arises out of or in connection with a Trust Enforcement Event of which a Responsible Officer of the Property Trustee has actual knowledge or the Property Trustee's duties and obligations under this Declaration or the Trust Indenture Act.

(f) The Property Trustee shall continue to serve as a Trustee until either:

- (i) the Trust has been completely liquidated and the proceeds of the liquidation distributed to the Holders pursuant to the terms of the Securities; or
- (ii) a Successor Property Trustee (as defined herein) has been appointed and has accepted that appointment in accordance with Section 6.6.

(g) Subject to such limitations as are necessary to ensure compliance with Section 3.3, the Property Trustee shall have the legal power to exercise all of the rights, powers and privileges of a holder of Debentures under the Indenture and, if a Trust Enforcement Event actually known to a Responsible Officer of the Property Trustee occurs and is continuing, the Property Trustee shall, for the benefit of Holders, enforce its rights as holder of the Debentures subject to the rights of the Holders pursuant to the terms of such Securities.

(h) Subject to this Section 3.8, the Property Trustee shall have none of the duties, liabilities, powers or the authority of the Regular Trustees set forth in Section 3.6.

The Property Trustee shall exercise the powers set forth in this Section 3.8 in a manner that is consistent with the purposes and functions of the Trust set out in Section 3.3, and the Property Trustee shall have no power to, and shall not, take any action that is inconsistent with the purposes and functions of the Trust set out in Section 3.3.

Section 3.9 Certain Duties and Responsibilities of the Property Trustee.

(a) The Property Trustee, before the occurrence of any Trust Enforcement Event and after the curing of all Trust Enforcement Events that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Declaration and in the Securities and no implied covenants shall be read into this Declaration or the Securities against the Property Trustee. In case a Trust Enforcement Event has occurred (that has not been cured or waived pursuant to Section 2.6) of which a Responsible Officer of the Property Trustee has actual knowledge, the Property Trustee shall exercise such of the rights and powers vested in it by this Declaration, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) No provision of this Declaration shall be construed to relieve the Property Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

- (i) prior to the occurrence of a Trust Enforcement Event and after the curing or waiving of all such Trust Enforcement Events that may have occurred:
 - a. the duties and obligations of the Property Trustee shall be determined solely by the express provisions of this Declaration and the Securities and the Property Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Declaration, and no implied covenants or obligations shall be read into this Declaration or the Securities against the Property Trustee; and
 - b. in the absence of bad faith on the part of the Property Trustee, the Property Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Property Trustee and conforming to the requirements of this Declaration; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Property Trustee, the Property Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Declaration;
- (ii) the Property Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Property Trustee, unless it shall be proved that the Property Trustee was negligent in ascertaining the pertinent facts;
- (iii) the Property Trustee shall not be liable with respect to any action taken or omitted to be taken by it without negligence, in good faith in accordance with the direction of the Holders of not less than a Majority in Liquidation Amount of the Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or exercising any trust or power conferred upon the Property Trustee under this Declaration;
- (iv) no provision of this Declaration shall require the Property Trustee to expend or risk its own funds or otherwise incur

personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Declaration or indemnity reasonably satisfactory to the Property Trustee against such risk or liability is not reasonably assured to it;

- (v) the Property Trustee's sole duty with respect to the custody, safe-keeping and physical preservation of the Debentures and the Property Account shall be to deal with such property in a similar manner as the Property Trustee deals with similar property for its own account, subject to the protections and limitations on liability afforded to the Property Trustee under this Declaration and the Trust Indenture Act;
- (vi) the Property Trustee shall have no duty or liability for or with respect to the value, genuineness, existence or sufficiency of the Debentures or the payment of any taxes or assessments levied thereon or in connection therewith;
- (vii) the Property Trustee shall not be liable for any interest on any money received by it except as it may otherwise agree with the Sponsor. Money held by the Property Trustee need not be segregated from other funds held by it except in relation to the Property Account maintained by the Property Trustee pursuant to Section 3.8(c)(i) and except to the extent otherwise required by law; and
- (viii) the Property Trustee shall not be responsible for monitoring the compliance by the Regular Trustees or the Sponsor with their respective duties under this Declaration, nor shall the Property Trustee be liable for any default or misconduct of the Regular Trustees or the Sponsor.

Section 3.10 Certain Rights of Property Trustee.

(a) Subject to the provisions of Section 3.9:

- (i) the Property Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties;

- (ii) any direction or act of the Sponsor or the Regular Trustees contemplated by this Declaration shall be sufficiently evidenced by an Officers' Certificate (or, with respect to the establishment of the terms and form of the Securities by the Regular Trustees, by a Trustees' Authorization Certificate);
- (iii) whenever in the administration of this Declaration, the Property Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Property Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the Sponsor or the Regular Trustees;
- (iv) the Property Trustee shall have no duty to see to any recording, filing or registration of any instrument (including any financing or continuation statement or any filing under tax or securities laws) or any rerecording, refiling or registration thereof;
- (v) the Property Trustee may consult with counsel of its choice or other experts and the advice or opinion of such counsel and experts with respect to legal matters or advice within the scope of such experts' area of expertise shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion, such counsel may be counsel to the Sponsor or any of its Affiliates, and may include any of its employees. The Property Trustee shall have the right at any time to seek instructions concerning the administration of this Declaration from any court of competent jurisdiction;
- (vi) the Property Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Declaration at the request or direction of any Holder, unless such Holder shall have provided to the Property Trustee security and indemnity, reasonably satisfactory to the Property Trustee, against the costs, expenses (including attorneys, fees and expenses and the expenses of the Property Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Property Trustee; provided that, nothing contained in this Section 3.10(a) shall be taken to relieve the Property Trustee, upon the occurrence of an Indenture Event of Default, of its obligation to exercise the rights and powers vested in it by this Declaration;

- (vii) the Property Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Property Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit;
- (viii) the Property Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, custodians, nominees or attorneys and the Property Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;
- (ix) any action taken by the Property Trustee or its agents hereunder shall bind the Trust and the Holders, and the signature of the Property Trustee or its agents alone shall be sufficient and effective to perform any such action and no third party shall be required to inquire as to the authority of the Property Trustee to so act or as to its compliance with any of the terms and provisions of this Declaration, both of which shall be conclusively evidenced by the Property Trustee's or its agent's taking such action;
- (x) whenever in the administration of this Declaration the Property Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Property Trustee (i) may request instructions from the Holders which instructions may only be given by the Holders of the same proportion in liquidation amount of the Securities as would be entitled to direct the Property Trustee under the terms of the Securities in respect of such remedy, right or action, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be protected in conclusively relying on or acting in or accordance with such instructions;
- (xi) if no Trust Enforcement Event has occurred and is continuing and the Property Trustee is required to decide between alternative causes of action, construe ambiguous provisions in this Declaration or is unsure of the application of any provision of this Declaration, and the matter is not one on which Holders of Capital Securities are entitled under the Declaration to vote, then the Property Trustee may, but shall be under no duty to,

take such action as is directed by the Sponsor and will have no liability except for its own bad faith, negligence or willful misconduct;

- (xii) except as otherwise expressly provided by this Declaration, the Property Trustee shall not be under any obligation to take any action that is discretionary under the provisions of this Declaration; and
- (xiii) the Property Trustee shall not be liable for any action taken, suffered or omitted to be taken by it without negligence, in good faith and reasonably believed by it to be authorized or within the discretion, rights or powers conferred upon it by this Declaration.

(b) No provision of this Declaration shall be deemed to impose any duty or obligation on the Property Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it, in any jurisdiction in which it shall be illegal, or in which the Property Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts, or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Property Trustee shall be construed to be a duty.

Section 3.11 Delaware Trustee.

Notwithstanding any other provision of this Declaration other than Section 6.2, the Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Regular Trustees or the Property Trustee described in this Declaration. Except as set forth in Section 6.2, the Delaware Trustee shall be a Trustee for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Business Trust Act.

Section 3.12 Execution of Documents.

Except as otherwise required by applicable law, any Regular Trustee is authorized to execute on behalf of the Trust any documents that the Regular Trustees have the power and authority to execute pursuant to Section 3.6.

Section 3.13 Not Responsible for Recitals or Issuance of Securities.

The recitals contained in this Declaration and the Securities shall be taken as the statements of the Sponsor, and the Trustees do not assume any responsibility for their correctness. The Trustees make no representations as to the value or condition of the property of the Trust or any part thereof. The Trustees make no representations as to the validity or sufficiency of this Declaration, the Securities or the Debentures or the Indenture.

Section 3.14 Duration of Trust.

The Trust shall exist until dissolved pursuant to the provisions of Article 8 hereof.

Section 3.15 Mergers.

(a) The Trust may not consolidate, amalgamate, merge with or into, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to any Person, except as described in Sections 3.15(b) and (c) and Section 8.2.

(b) The Trust may, with the consent of the Regular Trustees and without the consent of the Holders, the Delaware Trustee or the Property Trustee, consolidate, amalgamate, merge with or into, be replaced by or convey, transfer or lease its properties substantially as an entirety to a trust organized as such under the laws of any State; provided that:

- (i) if the Trust is not the successor, such successor entity (the "Successor Entity") either:
 - a. expressly assumes all of the obligations of the Trust with respect to the Securities; or
 - b. substitutes for the Capital Securities other securities having substantially the same terms as the Capital Securities (the "Successor Securities") so long as the Successor Securities rank the same as the Capital Securities rank with respect to Distributions and payments upon liquidation, redemption and otherwise;
- (ii) if the Trust is not the Successor Entity, the Sponsor expressly appoints a trustee of such Successor Entity that possesses the same powers and duties as the Property Trustee as the holder of the Debentures;
- (iii) the Capital Securities or any Successor Securities are listed, or any Successor Securities will be listed upon notification of issuance, on any national securities exchange or with any other organization on which the Capital Securities are then listed or quoted, if any;
- (iv) such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not cause the Capital Securities (including any Successor Securities) to be downgraded by any nationally recognized statistical rating organization;

- (v) such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the Holders (including the holders of any Successor Securities) in any material respect;
- (vi) such Successor Entity has a purpose substantially identical to that of the Trust;
- (vii) prior to such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease the Sponsor has received an opinion of qualified independent counsel to the Trust experienced in such matters to the effect that:
 - a. such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the Holders (including the holders of any Successor Securities) in any material respect (other than with respect to any dilution of the Holders' interest in the new entity);
 - b. following such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease, neither the Trust nor the Successor Entity will be required to register as an Investment Company; and
 - c. following such merger, consolidation, amalgamation or replacement, the Trust (or the Successor Entity) will continue to be classified as a grantor trust for United States federal income tax purposes;
- (viii) the Sponsor or any permitted successor or assignee owns all of the common securities of such Successor Entity and guarantees the obligations of such Successor Entity under the Successor Securities at least to the extent provided by the Securities Guarantee; and
- (ix) such Successor Entity (if not the Trust) expressly assumes all of the obligations of the Trust with respect to the Trustees.

(c) Notwithstanding Section 3.15(b), the Trust shall not, except with the consent of Holders of 100% in aggregate liquidation amount of the Securities, consolidate, amalgamate, merge with or into, be replaced by or convey, transfer or lease its properties and assets substantially as an entirety to any other Person or permit any other Person to consolidate, amalgamate, merge with or into, or replace it if such consolidation, amalgamation, merger, replacement, conveyance, transfer or lease would cause the Trust or

Successor Entity to be classified as other than a grantor trust for United States federal income tax purposes and each Holder of the Securities not to be treated as owning an undivided interest in the Debentures.

Section 3.16 Property Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other similar judicial proceeding relative to the Trust or any other obligor upon the Securities or the property of the Trust or of such other obligor or their creditors, the Property Trustee (irrespective of whether any Distributions on the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Property Trustee shall have made any demand on the Trust for the payment of any past due Distributions) shall be entitled and empowered, to the fullest extent permitted by law, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of any Distributions owing and unpaid in respect of the Securities (or, if the Securities are original issue discount Securities, such portion of the liquidation amount as may be specified in the terms of such Securities) and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Property Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Property Trustee, its and counsel) and of the Holders allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Property Trustee and, in the event the Property Trustee shall consent to the making of such payments directly to the Holders, to pay to the Property Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Property Trustee, its agents and counsel, and any other amounts due the Property Trustee.

Nothing herein contained shall be deemed to authorize the Property Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement adjustment or compensation affecting the Securities or the rights of any Holder thereof or to authorize the Property Trustee to vote in respect of the claim of any Holder in any such proceeding.

ARTICLE 4

SPONSOR

Section 4.1 Responsibilities of the Sponsor.

In connection with the issue and sale of the Capital Securities, the Sponsor shall have the exclusive right and responsibility to engage in the following activities:

(a) to prepare for filing by the Trust with the Commission and execute on behalf of the Trust registration statements on the applicable form, including any amendments thereto, pertaining to the Capital Securities, the Guarantee and the Debentures;

(b) to determine the States in which to take appropriate action to qualify or register for sale all or part of the Capital Securities and to do any and all such acts, other than actions which must be taken by the Trust, and advise the Trust of actions it must take, and prepare for execution and filing any documents to be executed and filed by the Trust, as the Sponsor deems necessary or advisable in order to comply with the applicable laws of any such States;

(c) to prepare for filing by the Trust an application to the New York Stock Exchange, Inc. or any other national stock exchange or the Nasdaq National Market for listing upon notice of issuance of any Capital Securities, the Guarantee and the Debentures;

(d) to prepare for filing by the Trust with the Commission a registration statement on Form 8-A, including any amendments thereto, relating to the registration of the Capital Securities, the Guarantee and the Debentures under Section 12(b) of the Exchange Act; and

(e) to negotiate the terms of, and execute and deliver, on behalf of the Trust, an underwriting agreement and other related agreements providing for the sale of the Capital Securities.

Section 4.2 Indemnification and Expenses of the Trustee.

Pursuant to Section 1009 of the Indenture, the Sponsor, in its capacity as Debenture Issuer, agrees to indemnify the Property Trustee and the Delaware Trustee for, and to hold each of them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Property Trustee or the Delaware Trustee, as the case may be, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending either of them against any claim or liability in connection with the exercise or performance of any of their respective powers or duties hereunder. The provisions of this Section 4.2 shall survive the resignation or removal of the Delaware Trustee or the Property Trustee or the termination of this Declaration.

4.3 Right to Proceed

The Sponsor acknowledges the rights of the Holders of Capital Securities, in the event of a failure of the Debenture Issuer to make any required payment on the Debentures when due under the Indenture, to directly institute a proceeding against the Debenture Issuer for enforcement of its payment obligations on the Debentures.

ARTICLE 5

TRUST COMMON SECURITIES HOLDER

Section 5.1 Debenture Issuer's Purchase of Common Securities.

On the Closing Date, the Debenture Issuer will purchase all of the Common Securities issued by the Trust, for an amount at least equal to 3% of the capital of the Trust, at the same time as the Capital Securities are sold.

Section 5.2 Covenants of the Common Securities Holder.

For so long as the Capital Securities remain outstanding, the Sponsor will covenant (i) to maintain directly 100% ownership of the Common Securities, (ii) to cause the Trust to remain a statutory business trust and not to voluntarily dissolve, wind up, liquidate or be terminated, except as permitted by this Declaration, (iii) to use its commercially reasonable efforts to ensure that the Trust will not be an Investment Company, and (iv) to take no action which would be reasonably likely to cause the Trust to be classified as an association or a publicly traded partnership taxable as a corporation for United States federal income tax purposes.

ARTICLE 6

TRUSTEES

Section 6.1 Number of Trustees.

The number of Trustees initially shall be five (5), and:

(a) at any time before the issuance of any Securities, the Sponsor may, by written instrument, increase or decrease the number of Trustees; and

(b) after the issuance of any Securities, the number of Trustees may be increased or decreased by vote of the Holders of a Majority in Liquidation Amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities

or by written consent in lieu of such meeting; provided that the number of Trustees shall be at least three; and provided further that (1) the Delaware Trustee, in the case of a natural person, shall be a person who is a resident of the State of Delaware or that, if not a natural person, is an entity which has its principal place of business in the State of Delaware; (2) at least one Regular Trustee is an employee or officer of, or is affiliated with, the Sponsor; and (3) one Trustee shall be the Property Trustee for so long as this Declaration is required to qualify as an indenture under the Trust Indenture Act, and such Trustee may also serve as Delaware Trustee if it meets the applicable requirements.

Section 6.2 Delaware Trustee.

If required by the Business Trust Act, one Trustee (the "Delaware Trustee") shall be:

(a) a natural person who is a resident of the State of Delaware; or

(b) if not a natural person, an entity which has its principal place of business in the State of Delaware, and otherwise meets the requirements of applicable law, provided that, if the Property Trustee has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable law, then the Property Trustee shall also be the Delaware Trustee and Section 3.11 shall have no application.

Section 6.3 Property Trustee; Eligibility.

(a) There shall at all times be one Trustee which shall act as Property Trustee which shall:

(i) not be an Affiliate of the Sponsor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a Person permitted by the Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then for the purposes of this Section 6.3(a)(ii), the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Property Trustee shall cease to be eligible to so act under Section 6.3(a), the Property Trustee shall immediately resign in the manner and with the effect set forth in Section 6.6(c).

(c) If the Property Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Property Trustee and the Holder of the Common Securities (as if it were the Obliger referred to in Section 310(b) of the Trust Indenture Act) shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

(d) The Guarantee and the Indenture shall be deemed to be specifically described in this Declaration for purposes of clause (i) of the first provision contained in Section 310(b) of the Trust Indenture Act.

(e) The initial Property Trustee shall be:

The Chase Manhattan Bank
Global Trust Services
450 West 33rd Street, 15th Floor
New York, New York 10001-2697

Section 6.4 Qualifications of Regular Trustees and Delaware Trustee Generally.

Each Regular Trustee and the Delaware Trustee (unless the Property Trustee also acts as Delaware Trustee) shall be either a natural person who is at least 21 years of age or a legal entity that shall act through one or more Authorized Officers.

Section 6.5 Initial Trustees and Initial Delaware Trustee.

(a) The initial Regular Trustees shall be:

William C. Erbey, John R. Erbey and Christine A. Reich, the business address of all of whom is c/o Ocwen Financial Corporation, The Forum, Suite 1000, 1675 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401.

(b) The initial Delaware Trustee shall be:

Chase Manhattan Bank Delaware
1201 Market Street, 9th Floor
Wilmington, Delaware 19801

Section 6.6 Appointment, Removal and Resignation of Trustees.

(a) Subject to Section 6.6(b), Trustees may be appointed or removed without cause at any time:

- (i) until the issuance of any Securities, by written instrument executed by the Sponsor; and
- (ii) after the issuance of any Securities, by vote of the Holders of a Majority in Liquidation Amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities.

(b) The Trustee that acts as Property Trustee shall not be removed in accordance with Section 6.6(a) until a successor Trustee possessing the qualifications to act as Property Trustee under Section 6.3 (a "Successor Property Trustee") has been appointed and has accepted such appointment by written instrument executed by such Successor Property Trustee and delivered to the Regular Trustees and the Sponsor. The Trustee that acts as Delaware Trustee shall not be removed in accordance with Section 6.6(a) until a successor Trustee possessing the qualifications to act as Delaware Trustee under Sections 6.2 and 6.4 (a "Successor Delaware Trustee") has been appointed and has accepted such appointment by written instrument executed by such Successor Delaware Trustee and delivered to the Regular Trustees and the Sponsor.

(c) A Trustee appointed to office shall hold office until his or its successor shall have been appointed, until his death or its dissolution or until his or its removal or resignation. Any Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing signed by the Trustee and delivered to the Sponsor and the Trust, which resignation shall take effect upon such delivery or upon such later date as is specified therein; provided, however, that:

- (i) No such resignation of the Trustee that acts as the Property Trustee shall be effective:
 - a. until a Successor Property Trustee has been appointed and has accepted such appointment by instrument executed by such Successor Property Trustee and delivered to the Trust, the Sponsor and the resigning Property Trustee; or
 - b. until the assets of the Trust have been completely liquidated and the proceeds thereof distributed to the holders of the Securities; and
- (ii) No such resignation of the Trustee that acts as the Delaware Trustee shall be effective until a Successor Delaware Trustee has been appointed and has accepted such appointment by instrument executed by such Successor Delaware Trustee and delivered to the Trust, the Sponsor and the resigning Delaware Trustee.

(d) The Holders of the Common Securities shall use their best efforts to promptly appoint a Successor Delaware Trustee or Successor Property Trustee, as the case may be, if the Property Trustee or the Delaware Trustee delivers an instrument of resignation in accordance with this Section 6.6.

(e) If no Successor Property Trustee or Successor Delaware Trustee, as the case may be, shall have been appointed and accepted appointment as provided in this Section 6.6 within 60 days after delivery to the Sponsor and the Trust of an instrument of resignation or removal, the resigning or removed Property Trustee or Delaware Trustee, as applicable, may petition any court of competent jurisdiction for appointment of a Successor Property Trustee or Successor Delaware Trustee, as applicable. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Property Trustee or Successor Delaware Trustee, as the case may be.

(f) No Property Trustee or Delaware Trustee shall be liable for the acts or omissions to act of any Successor Property Trustee or Successor Delaware Trustee, as the case may be.

Section 6.7 Vacancies among Trustees.

If a Trustee ceases to hold office for any reason and the number of Trustees is not reduced pursuant to Section 6.1, or if the number of Trustees is increased pursuant to Section 6.1, a vacancy shall occur. A resolution certifying the existence of such vacancy by the Regular Trustees or, if there are more than two, a majority of the Regular Trustees shall be conclusive evidence of the existence of such vacancy. The vacancy shall be filled with a Trustee appointed in accordance with Section 6.6.

Section 6.8 Effect of Vacancies.

The death, resignation, retirement, removal, bankruptcy, dissolution, liquidation, incompetence or incapacity to perform the duties of a Trustee shall not operate to annul, dissolve or terminate the Trust. Whenever a vacancy in the number of Regular Trustees shall occur, until such vacancy is filled by the appointment of a Regular Trustee in accordance with Section 6.6, the Regular Trustees in office, regardless of their number, shall have all the powers granted to the Regular Trustees and shall discharge all the duties imposed upon the Regular Trustees by this Declaration.

Section 6.9 Meetings.

If there is more than one Regular Trustee, meetings of the Regular Trustees shall be held from time to time upon the call of any Regular Trustee. Regular meetings of the Regular Trustees may be held at a time and place fixed by resolution of the Regular Trustees. Notice of any in-person meetings of the Regular Trustees shall be hand delivered or otherwise delivered in writing (including by facsimile,

with a hard copy by overnight courier) not less than 48 hours before such meeting. Notice of any telephonic meetings of the Regular Trustees shall be hand delivered or otherwise delivered in writing (including by facsimile, with a hard copy by overnight courier) not less than 24 hours before a meeting. Notices shall contain a brief statement of the time, place and anticipated purposes of the meeting. The presence (whether in person or by telephone) of a Regular Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Regular Trustee attends a meeting for the express purpose of objecting to the transaction of any activity on the ground that the meeting has not been lawfully called or convened. Unless provided otherwise in this Declaration, any action of the Regular Trustees may be taken at a meeting by vote of a majority of the Regular Trustees present (whether in person or by telephone) and eligible to vote with respect to such matter, provided that a Quorum is present, or without a meeting by the unanimous written consent of the Regular Trustees. In the event there is only one Regular Trustee, any and all action of such Regular Trustee shall be evidenced by a written consent of such Regular Trustee.

Section 6.10 Delegation of Power.

(a) Any Regular Trustee may, by power of attorney consistent with applicable law, delegate to any natural person over the age of 21 his, her or its power for the purpose of executing any documents contemplated in Section 3.6, including any registration statement or amendment thereto filed with the Commission, or making any other governmental filing.

(b) The Regular Trustees shall have power to delegate from time to time to such of their number or to officers of the Trust the doing of such things and the execution of such instruments either in the name of the Trust or the names of the Regular Trustees or otherwise as the Regular Trustees may deem expedient, to the extent such delegation is not prohibited by applicable law or contrary to the provisions of the Trust, as set forth herein.

Section 6.11 Merger, Conversion, Consolidation or Succession to Business.

Any Person into which the Property Trustee, the Delaware Trustee or any Regular Trustee that is not a natural person, as the case may be, may be merged or converted or with which either may be consolidated, or any Person resulting from any merger, conversion or consolidation to which such Trustee shall be a party, or any Person succeeding to all or substantially all the corporate trust business of such Trustee, shall be the successor of such Trustee hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

ARTICLE 7

TERMS OF SECURITIES

Section 7.1 General Provisions Regarding Securities.

(a) The Regular Trustees shall on behalf of the Trust issue one class of Capital Securities representing undivided beneficial ownership interests in the assets of the Trust (the "Capital Securities") and one class of Common Securities representing undivided beneficial ownership interests in the assets of the Trust (the "Common Securities").

- (i) Capital Securities. The Capital Securities of the Trust have an aggregate liquidation amount with respect to the assets of the Trust of One Hundred Twenty-Five Million Dollars (\$125,000,000) and a liquidation amount with respect to the assets of the Trust of \$1,000 per Capital Security. The Capital Security Certificates evidencing the Capital Securities shall be substantially in the form of Exhibit A to the Declaration, with such changes and additions thereto or deletions therefrom as may be required by ordinary usage, custom or practice or to conform to the rules of any stock exchange on which the Capital Securities are listed.
- (ii) Common Securities. The Common Securities of the Trust have an aggregate liquidation amount with respect to the assets of the Trust of Three Million Eight Hundred Sixty-Six Thousand Dollars (\$3,866,000) and a liquidation amount with respect to the assets of the Trust of \$1,000 per Common Security. The Common Security Certificates evidencing the Common Securities shall be substantially in the form of Exhibit B to the Declaration, with such changes and additions thereto or deletions therefrom as may be required by ordinary usage, custom or practice.

(b) Payment of Distributions on, and the Redemption Price of, the Capital Securities and the Common Securities, as applicable, shall be made Pro Rata based on the liquidation amount of such Capital Securities and Common Securities; provided, however, that if on any date on which such Distributions or Redemption Price is payable, an Indenture Event of Default shall have occurred and be continuing, no payment of any Distribution on, or Redemption Price of, any of the Common Securities, and no other payment on account of the redemption, liquidation or other acquisition of such Common Securities, shall be made unless payment in full in cash of all accumulated and unpaid Distributions on all of the outstanding Capital Securities for all Distribution periods terminating on or prior thereto, or in the case of amounts payable on redemption the full amount of the Redemption Price for all of the outstanding Capital Securities then called for redemption, shall have been made or provided for, and all funds available to the Property Trustee shall first be applied to the payment in full in cash of all Distributions on, or the Redemption Price of, the Capital Securities then due and payable. The Trust shall issue no securities or other interests in the assets of the Trust other than the Capital Securities and the Common Securities.

(c) The Certificates shall be signed on behalf of the Trust by a Regular Trustee. Such signature shall be the manual or facsimile signature of any present or any future Regular Trustee. In case a Regular Trustee of the Trust who shall have signed any of

the Certificates shall cease to be such Regular Trustee before the Certificates so signed shall be delivered by the Trust, such Certificates nevertheless may be delivered as though the person who signed such Certificates had not ceased to be such Regular Trustee; and any Certificate may be signed on behalf of the Trust by such persons who, at the actual date of execution of such Certificate, shall be the Regular Trustees of the Trust, although at the date of the execution and delivery of the Declaration any such person was not such a Regular Trustee. Certificates shall be printed, lithographed or engraved or may be produced in any other manner as is reasonably acceptable to the Regular Trustees, as evidenced by their execution thereof, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements as the Regular Trustees may deem appropriate, or as may be required to comply with any law or with any rule or regulation of any stock exchange on which Securities may be listed, or to conform to usage.

A Capital Securities Certificate shall not be valid until authenticated by the manual signature of an authorized officer of the Property Trustee. Such signature shall be conclusive evidence that the Capital Securities Certificate has been authenticated under this Declaration.

Upon a written order of the Trust signed by one Regular Trustee, the Property Trustee shall authenticate the Capital Securities Certificate for original issue. The aggregate number of Capital Securities outstanding at any time shall not have an aggregate liquidation amount which exceeds the liquidation amount set forth in Section 7.1(a)(i).

The Property Trustee may appoint an authenticating agent acceptable to the Trust to authenticate Capital Securities Certificates. An authenticating agent may authenticate Capital Securities Certificates whenever the Property Trustee may do so. Each reference in this Declaration to authentication by the Property Trustee includes authentication by such agent. An authenticating agent has the same rights as the Property Trustee to deal with the Sponsor or an Affiliate of the Sponsor.

(d) The consideration received by the Trust for the issuance of the Securities shall constitute a contribution to the capital of the Trust and shall not constitute a loan to the Trust.

(e) Except to the extent set forth in Section 9.1(b), upon issuance of the Securities as provided in this Declaration, the Securities so issued shall be deemed to be validly issued, fully paid and non-assessable undivided beneficial interests in the assets of the Trust.

(f) Every Person, by virtue of having become a Holder or a Capital Security Beneficial Owner in accordance with the terms of this Declaration, shall be deemed to have expressly assented and agreed to the terms of, and shall be bound by, this Declaration and the terms of the Securities, the Guarantee, the Indenture and the Debentures.

(g) The Securities shall have no preemptive or similar rights.

Section 7.2 Distributions.

(a) Holders shall be entitled to receive cumulative cash Distributions at the rate per annum of ____% of the stated liquidation amount of \$1,000 per Trust Security, calculated on the basis of a 360-day year consisting of twelve 30-day months. For any period shorter than a full 180 day semi-annual period, distributions will be computed on the basis of the actual number of days elapsed in such 180 day semi-annual period based on a 30 day month. Subject to Section 7.1(b), Distributions shall be made on the Capital Securities and the Common Securities on a Pro Rata basis. Distributions on the Securities shall, from the date of original issue, accrue and be cumulative and shall be payable semi-annually only to the extent that the Trust has funds available for the payment of such Distributions in the Property Account. Distributions not paid on the scheduled payment date will accumulate and compound semi-annually at the rate of ____% per annum ("Compounded Distributions"). "Distributions" shall mean ordinary cumulative Distributions together with any Compounded Distributions. If and to the extent that the Debenture Issuer makes a payment of interest (including Compounded Interest (as defined in the Indenture)), premium and/or principal on the Debentures held by the Property Trustee (the amount of any such payment being a "Payment Amount"), the Property Trustee shall and is directed, to the extent funds are available for that purpose, to make a Pro Rata Distribution of the Payment Amount to Holders, subject to the terms of Section 7.1(b).

(b) Distributions on the Securities will be cumulative, will accrue from the date of initial issuance and will be payable semi-annually in arrears on each _____ and _____, commencing _____, 1997, when, as and if available for payment, by the Property Trustee, except as otherwise described below. If Distributions are not paid when scheduled, the accrued Distributions shall be paid to the Holders as they appear on the books and records of the Trust on the record date as determined under Section 7.2(c).

(c) Distributions on the Securities will be payable to the Holders thereof as they appear on the books and records of the Trust on the relevant record dates, which relevant record date shall be the 15th of the month prior to the relevant payment dates. In the event that any date on which Distributions are payable on the Securities is not a Business Day, payment of the distribution payable on such date will be made on the next succeeding day which is a Business Day (without any interest or other payment in respect of any such delay) with the same force and effect as if made on such date.

Section 7.3 Redemption of Securities.

(a) Upon the repayment or redemption, in whole or in part, of the Debentures, the proceeds from such repayment or redemption shall be simultaneously applied Pro Rata (subject to Section 7.1(b)) to redeem Securities having an aggregate liquidation amount equal to the aggregate principal amount of the Debentures so repaid or redeemed for an amount equal to the redemption price paid by the Debenture Issuer in respect of such Debentures plus an amount equal to accrued and unpaid Distributions thereon through the date of the redemption or such lesser amount as shall be received by the Trust in respect of

the Debentures so repaid or redeemed (the "Redemption Price"). Holders will be given not less than 30 or more than 60 days notice of such redemption.

(b) If fewer than all the outstanding Securities are to be so redeemed, the Common Securities and the Capital Securities will be redeemed Pro Rata and the Capital Securities to be redeemed will be redeemed as described in Section 7.4 below.

(c) If, at any time, a Special Event shall occur and be continuing, the Regular Trustees may elect to, unless the Debentures are redeemed, within 90 days following the occurrence of such Special Event, subject to the receipt of any necessary regulatory approval, dissolve the Trust upon not less than 30 nor more than 60 days' notice and, after satisfaction of creditors, if any, cause the Debentures to be distributed to the holders of the Capital Securities in liquidation of the Trust.

(d) On the date fixed by the Regular Trustees for any distribution of Debentures, upon dissolution of the Trust, (i) the Capital Securities and the Common Securities will no longer be deemed to be outstanding and (ii) certificates representing Securities will be deemed to represent the Debentures having an aggregate principal amount equal to the stated liquidation amount of, and bearing accrued and unpaid Distributions equal to accrued and unpaid Distributions on, such Securities until such certificates are presented to the Sponsor or its agent for transfer or reissuance.

Section 7.4 Redemption Procedures.

(a) Notice of any redemption of, or notice of distribution of Debentures in exchange for, the Securities (a "Redemption/Distribution Notice") will be given by the Trust by mail to each Holder to be redeemed or exchanged not fewer than 30 nor more than 60 days before the date fixed for redemption or exchange thereof which, in the case of a redemption, will be the date fixed for redemption of the Debentures. For purposes of the calculation of the date of redemption or exchange and the dates on which notices are given pursuant to this Section 7.4, a Redemption/Distribution Notice shall be deemed to be given on the day such notice is first mailed by first-class mail, postage prepaid, to Holders. Each Redemption/Distribution Notice shall be addressed to the Holders at the address of each such Holder appearing in the books and records of the Trust. No defect in the Redemption/Distribution Notice or in the mailing of either thereof with respect to any Holder shall affect the validity of the redemption or exchange proceedings with respect to any other Holder.

(b) If fewer than all the outstanding Securities are to be so redeemed, the Common Securities and the Capital Securities will be redeemed Pro Rata and the Capital Securities to be redeemed will be redeemed as described in Section 7.4 below. The Trust may not redeem the Securities in part unless all accrued and unpaid Distributions have been paid in full on all Capital Securities then outstanding plus accrued but unpaid Distributions to the date of redemption. For all purposes of this Declaration, unless the context otherwise requires, all provisions relating to the redemption of Capital Securities shall relate, in the case

of any Capital Security redeemed or to be redeemed only in part, to the portion of the aggregate liquidation preference of Capital Securities which has been or is to be redeemed.

(c) If Securities are to be redeemed and the Trust gives a Redemption/Distribution Notice, which notice may only be issued if the Debentures are redeemed as set out in this Section 7.4 (which notice will be irrevocable), then (A) while the Capital Securities are in book-entry only form, by 12:00 noon, New York City time, on the redemption date, the Property Trustee, to the extent funds are available, will deposit irrevocably with the DTC (in the case of book-entry form Capital Securities) or its nominee (or successor Clearing Agency or its nominee) funds sufficient to pay the applicable Redemption Price with respect to the Capital Securities and will give the DTC irrevocable instructions and authority to pay the Redemption Price to the Holders of the Capital Securities, and (B) with respect to Capital Securities issued in definitive form and Common Securities, the Property Trustee, to the extent funds are available, will irrevocably deposit with the Paying Agent funds sufficient to pay the applicable Redemption Price and will give the Paying Agent irrevocable instructions and authority to pay the Redemption Price to the Holders thereof upon surrender of their Certificates. If a Redemption/Distribution Notice shall have been given and funds deposited as required, if applicable, then immediately prior to the close of business on the date of such deposit, or on the redemption date, as applicable, distributions will cease to accrue on the Securities so called for redemption and all rights of Holders of such Securities will cease, except the right of the Holders of such Securities to receive the Redemption Price, but without interest on such Redemption Price. If any date fixed for redemption of Securities is not a Business Day, then payment of the Redemption Price payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date fixed for redemption. If payment of the Redemption Price in respect of any Securities is improperly withheld or refused and not paid either by the Property Trustee or by the Sponsor as guarantor pursuant to the Guarantee, Distributions on such Capital Securities will continue to accrue at the then applicable rate from the original redemption date to the actual date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the Redemption Price. For these purposes, the applicable Redemption Price shall not include Distributions which are being paid to Holders who were Holders on a relevant record date. Upon satisfaction of the foregoing conditions, then immediately prior to the close of business on the date of such deposit or payment, all rights of Holders of such Securities so called for redemption will cease, except the right of the Holders to receive the Redemption Price, but without interest on such Redemption Price, and from and after the date fixed for redemption, such Securities will not accrue distributions or bear interest.

(d) If less than all the outstanding Securities are to be redeemed on a redemption date, then the aggregate liquidation amount of Securities to be redeemed shall be allocated on a Pro Rata basis among the Common Securities and the Capital Securities. The particular Capital Securities to be redeemed shall be selected on a Pro Rata basis not more than 60 days prior to the redemption date by the Property Trustee from the outstanding

Capital Securities not previously called for redemption, by such method (including, without limitation, by lot) as the Property Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to \$1,000 or an integral multiple of \$1,000 in excess thereof) of the liquidation amount of Capital Securities of a denomination larger than \$1,000. The Property Trustee shall promptly notify the registrar in writing of the Capital Securities selected for redemption and, in the case of any Capital Securities selected for partial redemption, the liquidation amount thereof to be redeemed. For all purposes of this Declaration, unless the context otherwise requires, all provisions relating to the redemption of Capital Securities shall relate, in the case of any Capital Securities redeemed or to be redeemed only in part, to the portion of the liquidation amount of Capital Securities that has been or is to be redeemed.

(e) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Debenture Issuer or its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

Section 7.5 Voting Rights of Capital Securities.

(a) Except as provided under this Article VII and as otherwise required by the Business Trust Act, the Trust Indenture Act and other applicable law, the Holders of the Capital Securities will have no voting rights.

(b) Subject to the requirement of the Property Trustee obtaining a tax opinion in certain circumstances set forth in Section 7.5(d) below, the Holders of a Majority in Liquidation Amount of the Capital Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or direct to the exercise of any trust or power conferred upon the Property Trustee under the Declaration, including the right to direct the Property Trustee, as Holder of the Debentures, to (i) exercise the remedies available to it under the Indenture as a Holder of the Debentures or (ii) consent to any amendment or modification of the Indenture or the Debentures where such consent shall be required; provided, however, that where a consent or action under the Indenture would require the consent or act of the Holders of more than a majority of the aggregate liquidation amount of Debentures affected thereby, only the Holders of the percentage of the aggregate stated liquidation amount of the Capital Securities which is at least equal to the percentage required under the Indenture may direct the Property Trustee to give such consent to take such action.

(c) If the Property Trustee fails to enforce its rights under the Debentures after a Holder of record of Capital Securities has made a written request, such Holder of record of Capital Securities may, to the fullest extent permitted by law, directly institute a legal proceeding directly against the Debenture Issuer to enforce the Property Trustee's rights under the Indenture without first instituting any legal proceeding against the Property Trustee or any other Person. Notwithstanding the foregoing, if a Trust Enforcement Event has occurred and is continuing and such event is attributable to the failure of the Debenture Issuer to pay interest,

principal or other required payments on the Debentures on the date such interest, principal or other payment is otherwise payable, then a Holder of Capital Securities may, on or after the respective due dates specified in the Debentures directly institute a proceeding against the Debenture Issuer for enforcement of payment on Debentures having a principal amount equal to the aggregate liquidation amount of Capital Securities held by such Holder (a "Direct Action"). In connection with such Direct Action, the rights of the Holders of the Common Securities will be subrogated to the rights of such Holder of Capital Securities to the extent of any payment made by the Debenture Issuer to such Holder of Capital Securities in such Direct Action. Except as provided otherwise in this Section 7.5(c), the Holders of Capital Securities will not be able to exercise directly any other remedy available to the holders of Debentures.

(d) The Property Trustee shall notify all Holders of the Capital Securities of any notice of any Indenture Event of Default received from the Debenture Issuer with respect to the Debentures. Such notice shall state that such Indenture Event of Default also constitutes a Trust Enforcement Event. Except with respect to directing the time, method, and place of conducting a proceeding for a remedy, the Property Trustee shall be under no obligation to take any of the actions described in clause 7.5(b)(i) and (ii) above unless the Property Trustee has obtained an opinion of independent tax counsel to the effect that taking such action will not cause the Trust to be classified for United States federal income tax purposes as other than a grantor trust.

(e) In the event the consent of the Property Trustee, as the Holder of the Debentures, is required under the Indenture with respect to any amendment or modification of the Indenture, the Property Trustee shall request the direction of the Holders with respect to such amendment or modification and shall vote with respect to such amendment or modification as directed by a Majority in Liquidation Amount of the Securities voting together as a single class; provided, however, that where a consent under the Indenture would require the consent of the Holders of more than a majority of the aggregate principal amount of the Debentures, the Property Trustee may only give such consent at the direction of the Holders of at least the same proportion in aggregate stated liquidation amount of the Securities. The Property Trustee shall not take any such action in accordance with the directions of the Holders unless the Property Trustee has obtained an opinion of tax counsel to the effect that, as a result of such action, the Trust will not be classified as other than a grantor trust for United States federal income tax purposes.

(f) A waiver of an Indenture Event of Default with respect to the Debentures will constitute a waiver of the corresponding Trust Enforcement Event.

(g) Any required approval or direction of Holders of Capital Securities may be given at a separate meeting of Holders of Capital Securities convened for such purpose, at a meeting of all of the Holders or pursuant to written consent. The Regular Trustees will cause a notice of any meeting at which Holders of Capital Securities are entitled to vote, or of any matter upon which action by written consent of such Holders is to be taken, to be mailed to each Holder of record of Capital Securities. Each such notice will include a statement setting forth the following information: (i) the date of such meeting or the date by which such action is to be taken; (ii) a description of any resolution proposed for adoption at such meeting on

which such Holders are entitled to vote or of such matter upon which written consent is sought; and (iii) instructions for the delivery of proxies or consents.

(h) No vote or consent of the Holders of Capital Securities will be required for the Trust to redeem and cancel Capital Securities or distribute Debentures in accordance with the Declaration.

(i) Notwithstanding that Holders of Capital Securities are entitled to vote or consent under any of the circumstances described above, any of the Securities that are owned at such time by the Debenture Issuer, the Trustees or any Person directly or indirectly controlled by, or under direct or indirect common control with, the Debenture Issuer or any Trustees, shall not be entitled to vote or consent and shall, for purposes of such vote or consent, be treated as if such Securities were not outstanding, provided, however that Persons otherwise eligible to vote to whom the Debenture Issuer or any of its subsidiaries have pledged Capital Securities may vote or consent with respect to such pledged Capital Securities under any of the circumstances described herein.

(j) Holders of the Capital Securities will have no rights to appoint or remove the Trustees, who may be appointed, removed or replaced solely by the Sponsor, as the Holder of all of the Common Securities.

Section 7.6 Voting Rights of Common Securities.

(a) Except as provided under this Section 7.6 or as otherwise required by the Business Trust Act, the Trust Indenture Act or other applicable law or provided by the Declaration, the Holders of the Common Securities will have no voting rights.

(b) The Holders of the Common Securities are entitled, in accordance with Article V of the Declaration, to vote to appoint, remove or replace any Trustee or to increase or decrease the number of Trustees.

(c) Subject to Section 2.6 of the Declaration and only after all Trust Enforcement Events with respect to the Capital Securities have been cured, waived, or otherwise eliminated and subject to the requirement of the Property Trustee obtaining a tax opinion in certain circumstances set forth in this paragraph (c), the Holders of a Majority in Liquidation Amount of the Common Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or direct the exercise of any trust or power conferred upon the Property Trustee under the Declaration, including the right to direct the Property Trustee, as Holder of the Debentures, to (i) exercise the remedies available to it under the Indenture as a Holder of the Debentures, or (ii) consent to any amendment or modification of the Indenture or the Debentures where such consent shall be required; provided, however, that where a consent or action under the Indenture would require the consent or act of the Holders of more than a majority of the aggregate liquidation amount of Debentures affected thereby, only the Holders of the percentage of the aggregate stated liquidation amount of the Common Securities which is at least equal to the percentage required under the Indenture may direct the Property Trustee to

have such consent or take such action. Except with respect to directing the time, method, and place of conducting a proceeding for a remedy, the Property Trustee shall be under no obligation to take any of the actions described in clause 7.6(c)(i) and (ii) above unless the Property Trustee has obtained an opinion of independent tax counsel to the effect that, as a result of such action, for United States federal income tax purposes the Trust will not fail to be classified as a grantor trust.

(d) If the Property Trustee fails to enforce its rights under the Debentures after a Holder of record of Common Securities has made a written request, such Holder of record of Common Securities may, to the fullest extent permitted by law, directly institute a legal proceeding directly against the Debenture Issuer to enforce the Property Trustee's rights under the Debentures without first instituting any legal proceeding against the Property Trustee or any other Person.

(e) A waiver of an Indenture Event of Default with respect to the Debentures will constitute a waiver of the corresponding Trust Enforcement Event.

(f) Any required approval or direction of Holders of Common Securities may be given at a separate meeting of Holders of Common Securities convened for such purpose, at a meeting of all of the Holders or pursuant to written consent. The Regular Trustees will cause a notice of any meeting at which Holders of Common Securities are entitled to vote, or of any matter on which action by written consent of such Holders is to be taken, to be mailed to each Holder of record of Common Securities. Each such notice will include a statement setting forth the following information: (i) the date of such meeting or the date by which such action is to be taken; (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote or of such matter upon which written consent is sought; and (iii) instructions for the delivery of proxies or consents.

(g) No vote or consent of the Holders of the Common Securities will be required for the Trust to redeem and cancel Common Securities or to distribute Debentures in accordance with the Declaration and the terms of the Securities.

Section 7.7 Paying Agent.

In the event that the Capital Securities are not in book-entry only form, the Trust shall maintain in the Borough of Manhattan, City of New York, State of New York, an office or agency where the Capital Securities may be presented for payment ("Paying Agent"). The Paying Agent shall initially be the Property Trustee and any co-paying agent chosen by the Property Trustee and acceptable to the Regular Trustees and the Sponsor. The term "Paying Agent" includes any additional paying agent. The Trust may change any Paying Agent without prior notice to the Holders. The Trust shall notify the Property Trustee of the name and address of any Paying Agent not a party to this Declaration. If the Trust fails to appoint or maintain another entity as Paying Agent, the Property Trustee shall act as such. The Paying Agent shall be permitted to resign as Paying Agent upon 30 days' written notice to the Property Trustee and the Sponsor. In the event that the Property Trustee shall no longer be the Paying Agent, the Regular Trustees shall appoint a successor (which shall be a

bank or trust company acceptable to the Regular Trustees and the Sponsor) to act as Paying Agent. The Trust or any of its Affiliates may act as Paying Agent.

Section 7.8 Transfer of Securities.

(a) Securities may only be transferred, in whole or in part, in accordance with the terms and conditions set forth in this Declaration and in the terms of the Securities. To the fullest extent permitted by law, any transfer or purported transfer of any Security not made in accordance with this Declaration shall be null and void.

(b) Subject to this Article 7, Capital Securities shall be freely transferable. The Common Securities are not transferable.

(c) The Trust shall not be required (i) to register or cause to be registered the transfer or exchange of Capital Securities during a period beginning at the opening of business 15 days before the day of the mailing of the relevant notice of redemption and ending at the close of business on the day of mailing of such notice of redemption or (ii) to register or cause to be registered the transfer or exchange of any Capital Securities so selected for redemption, except in the case of any Capital Securities being redeemed in part, any portion thereof not to be redeemed.

Section 7.9 Transfer and Exchange of Certificates.

The Regular Trustees shall provide for the registration of Certificates and of transfers or exchanges of Certificates, which will be effected without charge but only upon payment (with such indemnity as the Regular Trustees may require) in respect of any tax or other government charges that may be imposed in relation to it. Upon surrender for registration of transfer of any Certificate, the Regular Trustees shall cause one or more new Certificates to be issued in the name of the designated transferee or transferees. Upon surrender for exchange of any Certificate, the Regular Trustees shall cause one or more new Certificates in the same aggregate liquidation amount as the Certificate surrendered for exchange to be issued in the name of the Holder of the Certificate so surrendered. Every Certificate surrendered for registration of transfer or for exchange shall be accompanied by a written instrument of transfer in form satisfactory to the Regular Trustees duly executed by the Holder or such Holder's attorney duly authorized in writing. Each Certificate surrendered for registration of transfer or for exchange shall be canceled by the Regular Trustees. A transferee of a Certificate shall be entitled to the rights and subject to the obligations of a Holder hereunder upon the receipt by such transferee of a Certificate. By acceptance of a Certificate, each transferee shall be deemed to have agreed to be bound by this Declaration.

Section 7.10 Deemed Security Holders.

The Trustees may treat the Person in whose name any Certificate shall be registered on the books and records of the Trust as the sole holder of such Certificate and of the Securities represented by such Certificate for purposes of receiving Distributions and for all other purposes whatsoever and, accordingly, shall not be bound to recognize any equitable

or other claim to or interest in such Certificate or in the Securities represented by such Certificate on the part of any Person, whether or not the Trust shall have actual or other notice thereof.

Section 7.11 Book Entry Interests.

The Capital Securities, the Capital Securities Certificates, on original issuance, will be issued in the form of one or more fully registered, global Capital Security Certificates (each a "Global Certificate"), to be delivered to DTC, the initial Clearing Agency, by, or on behalf of, the Trust. Such Global Certificates shall initially be registered on the books and records of the Trust in the name of Cede & Co., the nominee of DTC, and no Capital Security Beneficial Owner will receive a definitive Capital Security Certificate representing such Capital Security Beneficial Owner's interests in such Global Certificates, except as provided in Section 7.14. Unless and until definitive, fully registered Capital Security Certificates (the "Definitive Capital Security Certificates") have been issued to the Capital Security Beneficial Owners pursuant to Section 7.14:

(a) the provisions of this Section 7.11 shall be in full force and effect;

(b) the Trust and the Trustees shall be entitled to deal with the Clearing Agency for all purposes of this Declaration (including the payment of Distributions on the Global Certificates and receiving approvals, votes or consents hereunder) as the Holder of the Capital Securities and the sole holder of the Global Certificates and shall have no obligation to the Capital Security Beneficial Owners;

(c) to the extent that the provisions of this Section 7.11 conflict with any other provisions of this Declaration, the provisions of this Section 7.11 shall control; and

(d) the rights of the Capital Security Beneficial Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Capital Security Beneficial Owners and the Clearing Agency and/or the Clearing Agency Participants.

Section 7.12 Notices to Clearing Agency.

Whenever a notice or other communication to the Capital Security Holders is required under this Declaration, unless and until Definitive Capital Security Certificates shall have been issued to the Capital Security Beneficial Owners pursuant to Section 7.14, the Regular Trustees shall give all such notices and communications specified herein to be given to the Capital Security Holders to the Clearing Agency, and shall have no notice obligations to the Capital Security Beneficial Owners.

Section 7.13 Appointment of Successor Clearing Agency.

If any Clearing Agency elects to discontinue its services as securities depository with respect to the Capital Securities, the Regular Trustees may, in their sole discretion, appoint a successor Clearing Agency with respect to such Capital Securities.

Section 7.14 Definitive Capital Security Certificates.

If:

(a) a Clearing Agency elects to discontinue its services as securities depository with respect to the Capital Securities and a successor Clearing Agency is not appointed within 90 days after such discontinuance pursuant to Section 7.13; or

(b) the Regular Trustees elect after consultation with the Sponsor to terminate the book entry system through the Clearing Agency with respect to the Capital Securities,

then:

Definitive Capital Security Certificates shall be prepared by the Regular Trustees on behalf of the Trust with respect to such Capital Securities; and upon surrender of the Global Certificates by the Clearing Agency, accompanied by registration instructions, the Regular Trustees shall cause Definitive Capital Security Certificates to be delivered to the Capital Security Beneficial Owners in accordance with the instructions of the Clearing Agency. Neither the Trustees nor the Trust shall be liable for any delay in delivery of such instructions and each of them may conclusively rely on, and shall be protected in relying on, said instructions of the Clearing Agency. The Definitive Capital Security Certificates shall be printed, lithographed or engraved or may be produced in any other manner as is reasonably acceptable to the Regular Trustees, as evidenced by their execution thereof, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements as the Regular Trustees may deem appropriate, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which Capital Securities may be listed, or to conform to usage.

Section 7.15 Mutilated, Destroyed, Lost or Stolen Certificates.

If:

(a) any mutilated Certificates should be surrendered to the Regular Trustees, or if the Regular Trustees shall receive evidence to their satisfaction of the destruction, loss or theft of any Certificate; and

(b) there shall be delivered to the Regular Trustees such security or indemnity as may be required by them to keep each of them, the Sponsor and the Trust harmless,

then:

in the absence of notice that such Certificate shall have been acquired by a bona fide purchaser, any Regular Trustee on behalf of the Trust shall execute and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like denomination. In connection with the issuance of any new Certificate under this Section 7.15, the Regular Trustees may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. Any duplicate Certificate issued pursuant to this Section shall constitute conclusive evidence of an ownership interest in the relevant Securities, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

ARTICLE 8

DISSOLUTION AND TERMINATION OF TRUST

Section 8.1 Dissolution and Termination of Trust.

(a) The Trust shall automatically dissolve upon the earliest of:

(i) the occurrence of a Bankruptcy Event in respect of, or the dissolution or liquidation of, the Sponsor or the Holder of the Common Securities;

(ii) the election of the Regular Trustees, following the occurrence and continuation of a Special Event and subject to the receipt of any necessary approvals by the Federal Reserve, pursuant to which the Trust shall have been dissolved in accordance with the terms of the Securities and this Declaration, and all of the Debentures shall have been distributed to the Holders of Securities in exchange for all of the Securities;

(iii) the redemption of all of the Capital Securities in connection with the redemption of all of the Debentures; and

(iv) the entry of an order for dissolution of the Trust by a court of competent jurisdiction.

(b) As soon as is practicable after the occurrence of an event referred to in Section 8.1(a) and upon completion of the winding up of the Trust, the Trustees shall terminate the Trust by filing a certificate of cancellation with the Secretary of State of the State of Delaware.

(c) The provisions of Section 3.9 and Article 9 shall survive the termination of the Trust.

Section 8.2 Liquidation Distribution Upon Dissolution of the Trust.

(a) In the event of any voluntary or involuntary liquidation, dissolution, winding-up or termination of the Trust (each a "Liquidation"), the Holders of the Securities on the date of the Liquidation will be entitled to receive, out of the assets of the Trust available for distribution to Holders after paying or making reasonable provision to pay all claims and obligations of the Trust in accordance with Section 3808(e) of the Business Trust Act, distributions in cash or other immediately available funds in an amount equal to the aggregate of the stated liquidation amount of \$1,000 per Security plus accrued and unpaid Distributions thereon to the date of payment (such amount being the "Liquidation Distribution"), unless, in connection with such Liquidation, after paying or making reasonable provision to pay all claims and obligations of the Trust in accordance with Section 3808(e) of the Business Trust Act, Debentures in an aggregate principal amount equal to the aggregate stated liquidation amount of, with a distribution rate identical to the distribution rate of, and accrued and unpaid distributions equal to accrued and unpaid distributions on, such Securities shall be distributed on a Pro Rata basis to the Holders of the Securities in exchange for such Securities. Upon the exchange of the Securities for such Debentures, the Securities shall no longer be deemed outstanding. Any Definitive Capital Security Certificates will be deemed to represent Debentures having a principal amount equal to the liquidation amount of such Capital Securities, and bearing accrued and unpaid interest in an amount equal to the accrued and unpaid Distributions on such Capital Securities until such certificates are presented for cancellation whereupon the Debenture Issuer will issue to such Holder, and the Debenture Trustee will authenticate, a certificate representing such Debentures. The Property Trustee shall establish such procedures as it shall deem appropriate to effect the distribution of Debentures in exchange for the Securities.

(b) If, upon any such Liquidation, the Liquidation Distribution can be paid only in part because the Trust has insufficient assets available to pay in full the aggregate Liquidation Distribution, then the amounts payable directly by the Trust on the Securities shall be paid on a Pro Rata basis. The Holders of the Common Securities will be entitled to receive distributions upon any such Liquidation Pro Rata with the Holders of the Capital Securities, except that if an Indenture Event of Default has occurred and is continuing, the Capital Securities shall have a preference over the Common Securities with regard to such distributions.

ARTICLE 9

LIMITATION OF LIABILITY OF HOLDERS, TRUSTEES OR OTHERS

Section 9.1 Liability.

(a) Except as expressly set forth in this Declaration, the Securities Guarantee and the terms of the Securities, the Sponsor shall not be:

- (i) personally liable for the return of any portion of the capital contributions (or any return thereon) of the Holders, which shall be made solely from assets of the Trust; and
- (ii) required to pay to the Trust or to any Holder any deficit upon dissolution of the Trust or otherwise.

(b) The Holder of the Common Securities shall be liable for all of the debts and obligations of the Trust (other than with respect to the Securities) to the extent not satisfied out of the Trust's assets.

(c) Pursuant to Section 3803(a) of the Business Trust Act, the Holders of the Capital Securities shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware.

Section 9.2 Exculpation.

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the Trust or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Declaration or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions; provided that with respect to the Property Trustee, such Trustee shall be liable for any such loss, damage or claim incurred by reason of such Trustee's negligent action or negligent failure to act with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Trust and upon such information, opinions, reports or statements presented to the Trust by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Trust, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which Distributions to Holders might properly be paid.

Section 9.3 Fiduciary Duty.

(a) To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Trust or to any other Covered Person, an Indemnified Person acting under this Declaration shall not be liable to the Trust or to an other Covered Person for its good faith reliance on the provisions of this Declaration. The provisions of this Declaration, to the extent that they restrict the duties and liabilities of

an Indemnified Person otherwise existing at law or in equity (other than the duties imposed on the Property Trustee under the Trust Indenture Act), are agreed by the parties hereto to replace such other duties and liabilities of such Indemnified Person.

(b) Unless otherwise expressly provided herein:

- (i) whenever a conflict of interest exists or arises between any Covered Person and any Indemnified Person; or
- (ii) whenever this Declaration or any other agreement contemplated herein provides that an Indemnified Person shall act in a manner that is, or provides terms that are, fair and reasonable to the Trust or any Holder,

the Indemnified Person shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Indemnified Person, the resolution, action or term so made, taken or provided by the Indemnified Person shall not constitute a breach of this Declaration or any other agreement contemplated herein or of any duty or obligation of the Indemnified Person at law or in equity or otherwise.

(c) Whenever in this Declaration an Indemnified Person is permitted or required to make a decision:

- (i) in its "discretion" or under a grant of similar authority, the Indemnified Person shall be entitled to consider such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Trust or any other Person; or
- (ii) in its "good faith" or under another express standard, the Indemnified Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Declaration or by applicable law.

Section 9.4 Indemnification.

(a)(i) Pursuant to Section 1009 of the Indenture, the Debenture Issuer shall indemnify, to the full extent permitted by law, any Debenture Issuer Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that he is or was a Debenture Issuer Indemnified Person against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement with the Debenture Issuer's prior

written consent actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Debenture Issuer Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(ii) The Debenture Issuer shall indemnify, to the full extent permitted by law, any Debenture Issuer Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Trust to procure a judgment in its favor by reason of the fact that he is or was a Debenture Issuer Indemnified Person against expenses (including reasonable attorneys' fees and expenses) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such Debenture Issuer Indemnified Person shall have been adjudged to be liable to the Trust unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

(iii) Any indemnification under paragraphs (i) and (ii) of this Section 9.4(a) (unless ordered by a court) shall be made by the Debenture Issuer only as authorized in the specific case upon a determination that indemnification of the Debenture Issuer Indemnified Person is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (i) and (ii). Such determination shall be made (1) by the Regular Trustees by a majority vote of a quorum consisting of such Regular Trustees who were not parties to such action, suit or proceeding, (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Regular Trustees so directs, by independent legal counsel in a written opinion, or (3) by the Common Security Holder of the Trust.

(iv) Expenses (including attorneys' fees) incurred by a Debenture Issuer Indemnified Person in defending a civil, criminal, administrative or investigative action, suit or proceeding referred to in paragraphs (i) and (ii) of this Section 9.4(a) shall be paid by the Debenture Issuer in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Debenture Issuer Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Debenture Issuer as authorized in this Section 9.4(a). Notwithstanding the foregoing, no advance shall be made by the Debenture Issuer if a determination is reasonably and promptly made (i) by the Regular Trustees by a majority vote of a quorum of disinterested Regular Trustees, (ii) if such a quorum is not obtainable, or, even if obtainable, if a quorum

of disinterested Regular Trustees so directs, by independent legal counsel in a written opinion or (iii) the Common Security Holder of the Trust, that, based upon the facts known to the Regular Trustees, counsel or the Common Security Holder at the time such determination is made, such Debenture Issuer Indemnified Person acted in bad faith or in a manner that such Person did not believe to be in or not opposed to the best interests of the Trust, or, with respect to any criminal proceeding, that such Debenture Issuer Indemnified Person believed or had reasonable cause to believe his conduct was unlawful. In no event shall any advance be made in instances where the Regular Trustees, independent legal counsel or Common Security Holder reasonably determine that such Person deliberately breached his duty to the Trust or its Common or Capital Security Holders.

(v) The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Section 9.4(a) shall not be deemed exclusive of any other rights to which those seeking indemnification and advancement of expenses may be entitled under any agreement, vote of stockholders or disinterested directors of the Debenture Issuer or Capital Security Holders of the Trust or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. All rights to indemnification under this Section 9.4(a) shall be deemed to be provided by a contract between the Debenture Issuer and each Debenture Issuer Indemnified Person who serves in such capacity at any time while this Section 9.4(a) is in effect. Any repeal or modification of this Section 9.4(a) shall not affect any rights or obligations then existing.

(vi) The Debenture Issuer or the Trust may purchase and maintain insurance on behalf of any Person who is or was a Debenture Issuer Indemnified Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Debenture Issuer would have the power to indemnify him against such liability under the provisions of this Section 9.4(a).

(vii) For purposes of this Section 9.4(a), references to "the Trust" shall include, in addition to the resulting or surviving entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger, so that any Person who is or was a director, trustee, officer or employee of such constituent entity, or is or was serving at the request of such constituent entity as a director, trustee, officer, employee or agent of another entity, shall stand in the same position under the provisions of this Section 9.4(a) with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 9.4(a) shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Debenture Issuer Indemnified Person and shall inure to the benefit of the heirs, executors and administrators of such a person. The obligation to indemnify as set forth in this Section 9.4(a) shall survive the satisfaction and discharge of this Declaration.

(b) Pursuant to Section 1009 of the Indenture, the Debenture Issuer agrees to indemnify the (i) Property Trustee, (ii) the Delaware Trustee, (iii) an Affiliate of the

Property Trustee and the Delaware Trustee, and (iv) any officers, directors, shareholders, members, partners, employees, representatives, custodians, nominees or agents of the Property Trustee and the Delaware Trustee (each of the Persons in (i) through (iv) being referred to as a "Fiduciary Indemnified Person") for, and to hold each Fiduciary Indemnified Person harmless against, any loss, liability or expense incurred without negligence or bad faith or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 9.4(b) shall survive the satisfaction and discharge of this Declaration.

Section 9.5 Outside Businesses.

Any Covered Person, the Sponsor, the Delaware Trustee and the Property Trustee (subject to Section 6.3(c)) may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the activities of the Trust, and the Trust and the Holders shall have no rights by virtue of this Declaration in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the activities of the Trust, shall not be deemed wrongful or improper. No Covered Person, the Sponsor, the Delaware Trustee or the Property Trustee shall be obligated to present any particular investment or other opportunity to the Trust even if such opportunity is of a character that, if presented to the Trust, could be taken by the Trust, and any Covered Person, the Sponsor, the Delaware Trustee and the Property Trustee shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment or other opportunity. Any Covered Person, the Delaware Trustee and the Property Trustee may engage or be interested in any financial or other transaction with the Sponsor or any Affiliate of the Sponsor, or may act as depositary for, trustee or agent for, or act on any committee or body of holders of, securities or other obligations of the Sponsor or its Affiliates.

ARTICLE 10

ACCOUNTING

Section 10.1 Fiscal Year.

The fiscal year ("Fiscal Year") of the Trust shall be the calendar year, or such other year as is required by the Code.

Section 10.2 Certain Accounting and Tax Matters.

(a) At all times during the existence of the Trust, the Regular Trustees shall keep, or cause to be kept, full books of accounts, records and supporting documents which

shall reflect in reasonable detail each transaction of the Trust. The books of account shall be maintained on the accrual method of accounting, in accordance with generally accepted accounting principles, consistently applied. The books of account and the records of the Trust shall be examined by and reported upon as of the end of each Fiscal Year of the Trust by a firm of independent certified public accountants selected by the Regular Trustees.

(b) The Regular Trustees shall cause to be duly prepared and delivered to each of the Holders, an annual United States federal income tax information statement, required by the Code, containing such information with regard to the Securities held by each Holder as is required by the Code and the Treasury Regulations. Notwithstanding any right under the Code to deliver any such statement at a later date, the Regular Trustees shall endeavor to deliver all such statements within 30 days after the end of each Fiscal Year of the Trust.

(c) The Regular Trustees shall cause to be duly prepared and filed with the appropriate taxing authority, an annual United States federal income tax return, on a Form 1041 or such other form required by United States federal income tax law, and any other annual income tax returns required to be filed by the Regular Trustees on behalf of the Trust with any state or local taxing authority.

Section 10.3 Banking.

The Trust shall maintain one or more bank accounts in the name and for the sole benefit of the Trust; provided, however, that all payments of funds in respect of the Debentures held by the Property Trustee shall be made directly to the Property Account and no other funds of the Trust shall be deposited in the Property Account. The sole signatories for such accounts shall be designated by the Regular Trustees; provided, however, that the Property Trustee shall designate the signatories for the Property Account.

Section 10.4 Withholding.

The Trust and the Regular Trustees shall comply with all withholding requirements under United States federal, state and local law. The Trust shall request, and the Holders shall provide to the Trust, such forms or certificates as are necessary to establish an exemption from withholding with respect to each Holder, and any representations and forms as shall reasonably be requested by the Trust to assist it in determining the extent of, and in fulfilling, its withholding obligations. The Regular Trustees shall file required forms with applicable jurisdictions and, unless an exemption from withholding is properly established by a Holder, shall remit amounts withheld with respect to the Holder to applicable jurisdictions. To the extent that the Trust is required to withhold and pay over any amounts to any authority with respect to distributions or allocations to any Holder, the amount withheld shall be deemed to be a distribution in the amount of the withholding to the Holder. In the event of any claimed over withholding, Holders shall be limited to an action against the applicable jurisdiction. If the amount required to be withheld was not withheld from actual Distributions made, the Trust may reduce subsequent Distributions by the amount of such withholding.

ARTICLE 11

AMENDMENTS AND MEETINGS

Section 11.1 Amendments.

(a) Except as otherwise provided in this Declaration, this Declaration may only be amended by a written instrument approved and executed by (i) the Regular Trustees (or, if there are more than two Regular Trustees, a majority of the Regular Trustees) and (ii) by the Property Trustee if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee; and (iii) by the Delaware Trustee if the amendment affects the rights, powers, duties, obligations or immunities of the Delaware Trustee.

(b) No amendment shall be made, and any such purported amendment shall be void and ineffective:

- (i) unless, in the case of any proposed amendment, the Property Trustee shall have first received an Officers' Certificate from each of the Trust and the Sponsor that such amendment is permitted by, and conforms to, the terms of this Declaration;
- (ii) unless, in the case of any proposed amendment which affects the rights, powers, duties, obligations or immunities of the Property Trustee, the Property Trustee shall have first received:
 - a. an Officers' Certificate from each of the Trust and the Sponsor that such amendment is permitted by, and conforms to, the terms of this Declaration (including the terms of the Securities); and
 - b. an opinion of counsel (who may be counsel to the Sponsor or the Trust) that such amendment is permitted by, and conforms to, the terms of this Declaration (including the terms of the Securities); and
- (iii) to the extent the result of such amendment would be to:
 - a. cause the Trust to be classified other than as a grantor trust for United States federal income tax purposes;
 - b. reduce or otherwise adversely affect the powers of the Property Trustee in contravention of the Trust Indenture Act; or

- c. cause the Trust to be deemed to be an Investment Company required to be registered under the Investment Company Act.

(c) Except as provided in Section 11.1(d) hereof, any provision of this Declaration may be amended by the Trustees and the Sponsor with (i) the consent of the Holders representing not less than a Majority in Liquidation Amount of the Securities outstanding and (ii) receipt by the Regular Trustees of an opinion of counsel to the effect that such amendment or the exercise of any power granted to the Trustees in accordance with such amendment will not affect the Trust's status as a grantor trust for United States federal income tax purposes or the Trust's exemption from status of an Investment Company.

(d) In addition to and notwithstanding any other provision in this Declaration, without the consent of each affected Holder, this Declaration may not be amended to (i) change the amount or timing of any Distribution on the Securities or otherwise adversely affect the amount of any Distribution required to be made in respect of the Securities as of a specified date or (ii) restrict the right of a Holder to institute suit for the enforcement of any such payment on or after such date.

(e) This Section 11.1 shall not be amended without the consent of all of the Holders.

(f) Article 4 shall not be amended without the consent of the Holders of a Majority in Liquidation Amount of the Common Securities.

(g) The rights of the Holders of the Common Securities under Article 5 to increase or decrease the number of, and appoint and remove Trustees shall not be amended without the consent of the Holders of a Majority in Liquidation Amount of the Common Securities.

(h) Notwithstanding Sections 11.1(c) and 11.1(d), this Declaration may be amended without the consent of the Holders of the Securities to:

- (i) cure any ambiguity;
- (ii) correct or supplement any provision in this Declaration that may be defective or inconsistent with any other provision of this Declaration or to make any other provisions with respect to matters or questions arising under this Declaration that shall not be inconsistent with the other provisions of this Declaration;
- (iii) add to the covenants, restrictions or obligations of the Sponsor; and
- (iv) to modify, eliminate and add to any provision of this Declaration, to such extent as shall be necessary to ensure that

the Trust will be classified as a grantor trust for United States federal income tax purposes at all times that any Securities are outstanding or to ensure that the Trust will not be required to register as an Investment Company, provided that in each such case such modification, elimination or addition would not adversely affect in any material respect the rights, privileges or preferences of the Holders.

(i) The issuance of a Trustees' Authorization Certificate by the Regular Trustees for purposes of establishing the terms and form of the Securities as contemplated by Section 8.1 shall not be deemed an amendment of this Declaration subject to the provisions of this Section 11.1.

Section 11.2 Meetings of the Holders; Action by Written Consent.

(a) Meetings of the Holders of any class of Securities may be called at any time by the Regular Trustees (or as provided in the terms of the Securities) to consider and act on any matter on which Holders of such class of Securities are entitled to act under the terms of this Declaration or the rules of any stock exchange on which the Capital Securities are listed or admitted for trading. The Regular Trustees shall call a meeting of the Holders of such class if directed to do so by the Holders of at least 10% in Liquidation Amount of such class of Securities. Such direction shall be given by delivering to the Regular Trustees one or more calls in a writing stating that the signing Holders wish to call a meeting and indicating the general or specific purpose for which the meeting is to be called. Any Holders calling a meeting shall specify in writing the Certificates held by the Holders exercising the right to call a meeting and only those Securities specified shall be counted for purposes of determining whether the required percentage set forth in the second sentence of this paragraph has been met.

(b) The following provisions shall apply to meetings of Holders:

- (i) notice of any such meeting shall be given to all the Holders having a right to vote thereat at least seven days and not more than 60 days before the date of such meeting. Whenever a vote, consent or approval of the Holders is permitted or required under this Declaration or the rules of any stock exchange on which the Capital Securities are listed or admitted for trading, such vote, consent or approval may be given at a meeting of the Holders. Any action that may be taken at a meeting of the Holders may be taken without a meeting if a consent in writing setting forth the action so taken is signed by the Holders owning not less than the minimum amount of Securities in liquidation amount that would be necessary to authorize or take such action at a meeting at which all Holders having a right to vote thereon were present and voting. Prompt notice of the taking of action without a meeting shall be given to the Holders entitled to vote who have

not consented in writing. The Regular Trustees may specify that any written ballot submitted to the Holders for the purpose of taking any action without a meeting shall be returned to the Trust within the time specified by the Regular Trustees;

- (ii) each Holder may authorize any Person to act for it by proxy on all matters in which a Holder is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Holder executing such proxy. Except as otherwise provided herein, all matters relating to the giving, voting or validity of proxies shall be governed by the General Corporation Law of the State of Delaware relating to proxies, and judicial interpretations thereunder, as if the Trust were a Delaware corporation and the Holders were stockholders of a Delaware corporation;
- (iii) each meeting of the Holders shall be conducted by the Regular Trustees or by such other Person that the Regular Trustees may designate; and
- (iv) unless the Business Trust Act, this Declaration, the Trust Indenture Act or the listing rules of any stock exchange on which the Capital Securities are then listed for trading, otherwise provides, the Regular Trustees, in their sole discretion, shall establish all other provisions relating to meetings of Holders, including notice of the time, place or purpose of any meeting at which any matter is to be voted on by any Holders, waiver of any such notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote.

ARTICLE 12

REPRESENTATIONS OF PROPERTY TRUSTEE AND DELAWARE TRUSTEE

Section 12.1 Representations and Warranties of the Property Trustee.

The Trustee that acts as initial Property Trustee represents and warrants to the Trust and to the Sponsor at the date of this Declaration, and each Successor Property Trustee represents and warrants to the Trust and the Sponsor at the time of the Successor Property Trustee's acceptance of its appointment as Property Trustee that:

(a) the Property Trustee is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with trust power and authority to execute and deliver, and to carry out and perform its obligations under the terms of, this Declaration;

(b) the Property Trustee satisfies the requirements set forth in Section 6.3(a);

(c) the execution, delivery and performance by the Property Trustee of this Declaration has been duly authorized by all necessary corporate action on the part of the Property Trustee. This Declaration has been duly executed and delivered by the Property Trustee, and it constitutes a legal, valid and binding obligation of the Property Trustee, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium, insolvency and other similar laws affecting creditors' rights generally and to general principles of equity and the discretion of the court (regardless of whether the enforcement of such remedies is considered in a proceeding in equity or at law);

(d) the execution, delivery and performance of this Declaration by the Property Trustee does not conflict with or constitute a breach of the articles of association or incorporation, as the case may be, or the by-laws (or other similar organizational documents) of the Property Trustee; and

(e) no consent, approval or authorization of, or registration with or notice to, any State or Federal banking authority is required for the execution, delivery or performance by the Property Trustee of this Declaration.

Section 12.2 Representations and Warranties of the Delaware Trustee.

The Trustee that acts as initial Delaware Trustee represents and warrants to the Trust and to the Sponsor at the date of this Declaration, and each Successor Delaware Trustee represents and warrants to the Trust and the Sponsor at the time of the Successor Delaware Trustee's acceptance of its appointment as Delaware Trustee that:

(a) the Delaware Trustee satisfies the requirements set forth in Section 6.2 and has the power and authority to execute and deliver, and to carry out and perform its obligations under the terms of, this Declaration and, if it is not a natural person, is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;

(b) the Delaware Trustee has been authorized to perform its obligations under the Certificate of Trust and this Declaration. This Declaration under Delaware law constitutes a legal, valid and binding obligation of the Delaware Trustee, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium, insolvency and other similar laws affecting creditors' rights generally and to general principles of equity and the discretion of the court (regardless of whether the enforcement of such remedies is considered in a proceeding in equity or at law); and

(c) no consent, approval or authorization of, or registration with or notice to, any State or Federal banking authority is require for the execution, delivery or performance by the Delaware Trustee of this Declaration.

ARTICLE 13

MISCELLANEOUS

Section 13.1 Notices.

All notices provided for in this Declaration shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by registered or certified mail, as follows:

(a) if given to the Trust, in care of the Regular Trustees at the Trust's mailing address set forth below (or such other address as the Trust may give notice of to the Property Trustee, the Delaware Trustee and the Holders of the Securities):

Ocwen Financial Corporation
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
Att: President

(b) if given to the Delaware Trustee, at the mailing address set forth below (or such other address as the Delaware Trustee may give notice of to the Regular Trustees, the Property Trustee and the Holders of the Securities):

Chase Manhattan Bank Delaware
1201 Market Street, 9th Floor
Wilmington, Delaware 19801

(c) if given to the Property Trustee, at its Corporate Trust Office (or such other address as the Property Trustee may give notice of to the Regular Trustees, the Delaware Trustee and the Holders of the Securities).

(d) if given to the Holder of the Common Securities, at the mailing address of the Sponsor set forth below (or such other address as the Holder of the Common Securities may give notice of to the Property Trustee, the Delaware Trustee and the Trust):

Ocwen Financial Corporation
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
Att: President

(e) if given to any other Holder, at the address set forth on the books and records of the Trust.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

Section 13.2 Governing Law.

This Declaration and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

Section 13.3 Intention of the Parties.

It is the intention of the parties hereto that the Trust be classified for United States federal income tax purposes as a grantor trust. The provisions of this Declaration shall be interpreted in a manner consistent with such classification.

Section 13.4 Headings.

Headings contained in this Declaration are inserted for convenience of reference only and do not affect the interpretation of this Declaration or any provision hereof.

Section 13.5 Successors and Assigns.

Whenever in this Declaration any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all covenants and agreements in this Declaration by the Sponsor and the Trustees shall bind and inure to the benefit of their respective successors and assigns, whether so expressed.

Section 13.6 Partial Enforceability.

If any provision of this Declaration, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Declaration, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 13.7 Counterparts.

This Declaration may contain more than one counterpart of the signature page and this Declaration may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be

read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

OCWEN FINANCIAL CORPORATION,
as Sponsor and Debenture Issuer

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as Property Trustee

By: _____
Name:
Title:

CHASE MANHATTAN BANK
DELAWARE,
as Delaware Trustee

By: _____
Name:
Title:

William C. Erbey, as Regular Trustee

John R. Erbey, as Regular Trustee

Christine A. Reich, as Regular Trustee

EXHIBIT A

This Capital Security is a Global Certificate within the meaning of the Declaration hereinafter referred to and is registered in the name of The Depository Trust Company, a New York corporation (the "Depository"), or a nominee of the Depository. This Capital Security is exchangeable for Capital Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances described in the Declaration and no transfer of this Capital Security (other than a transfer of this Capital Security as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository) may be registered except in limited circumstances.

Unless this Capital Security Certificate is presented by an authorized representative of the Depository to Ocwen Capital Trust I or its agent for registration of transfer, exchange or payment, and any Capital Security Certificate issued is registered in the name of Cede & Co. or such other name as registered by an authorized representative of the Depository (and any payment hereon is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Certificate No. 1 Number of Capital Securities: 125,000
CUSIP No. _____

Certificate Evidencing Capital Securities
of
Ocwen Capital Trust I
_____% Capital Securities
(liquidation amount \$1,000 per Capital Security)

Ocwen Capital Trust I, a statutory business trust created under the laws of the State of Delaware (the "Trust"), hereby certifies that Cede & Co. (the "Holder") is the registered owner of 125,000 capital securities of the Trust representing undivided beneficial ownership interests in the assets of the Trust designated the ____% Capital Securities (liquidation amount \$1000 per Capital Security) (the "Capital Securities"). The Capital Securities are transferable on the books and records of the Trust, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer as provided in the Declaration (as defined below). The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Capital Securities represented hereby are issued and shall in all respects be subject to the provisions of the Amended and Restated Declaration of Trust of the Trust, dated as of August __, 1997 (as the same may be amended from time to time, the "Declaration"), among Ocwen Financial Corporation, as Sponsor, William C. Erbey, John R. Erbey and Christine A. Reich, as Regular Trustees, The Chase Manhattan Bank, as Property Trustee, Chase Manhattan Bank Delaware, as Delaware Trustee and the holders, from time to time, of undivided beneficial interests in the assets of the Trust. Capitalized terms used herein but not defined shall have the meaning given them in the Declaration. The Holder is entitled to the benefits of the Guarantee to the extent

described therein. The Sponsor will provide a copy of the Declaration, the Guarantee and the Indenture to a Holder without charge upon written request to the Sponsor at its principal place of business.

Upon receipt of this certificate, the Holder is bound by the Declaration and is entitled to the benefits thereunder.

By acceptance, the Holder agrees to treat the Debentures as indebtedness of the Sponsor for all United States tax purposes, and the Capital Securities as evidence of undivided beneficial ownership interests in the Debentures.

IN WITNESS WHEREOF, the Trust has executed this certificate this ____day of _____, ____.

Ocwen Capital Trust I

By: _____
Name:
Title: Regular Trustee

This is one of the Securities referred to in the within mentioned Trust Agreement.

Date of Authentication:

_____, ___, ____

_____, as
Property Trustee

By: _____
Name:
Title:

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate No. 1

Number of Common Securities: 3,866

Certificate Evidencing Common Securities
of
Ocwen Capital Trust I

Common Securities
(liquidation amount \$1,000 per Common Security)

Ocwen Capital Trust I, a statutory business trust created under the laws of the State of Delaware (the "Trust"), hereby certifies that Ocwen Financial Corporation (the "Holder") is the registered owner of common securities of the Trust representing an undivided beneficial ownership interest in the assets of the Trust designated the ____% Common Securities (liquidation amount \$1000 per Common Security) (the "Common Securities"). The Common Securities are not transferable and any attempted transfer thereof shall be void. The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Common Securities represented hereby are issued and shall in all respects be subject to the provisions of the Amended and Restated Declaration of Trust of the Trust, dated as of August __, 1997 (as the same may be amended from time to time, the "Declaration"), among Ocwen Financial Corporation, as Sponsor, William C. Erbey, John R. Erbey and Christine A. Reich, as Regular Trustees, The Chase Manhattan Bank, as Property Trustee Chase Manhattan Bank Delaware, as Delaware Trustee and the holders, from time to time, of undivided beneficial interests in the assets of the Trust. The Holder is entitled to the benefits of the Guarantee to the extent described therein. Capitalized terms used herein but not defined shall have the meaning given them in the Declaration. The Sponsor will provide a copy of the Declaration, the Guarantee and the Indenture to a Holder without charge upon written request to the Sponsor at its principal place of business.

Upon receipt of this certificate, the Holder is bound by the Declaration and is entitled to the benefits thereunder.

By acceptance, the Holder agrees to treat the Debentures as indebtedness of the Sponsor for all United States tax purposes, and the Common Securities as evidence of an undivided beneficial ownership interest in the Debentures.

IN WITNESS WHEREOF, the Trust has executed this certificate this ____ day of _____, ____.

Ocwen Capital Trust I

By: _____
Name:

Title: Regular Trustee

OCWEN FINANCIAL CORPORATION

TO

THE CHASE MANHATTAN BANK, Trustee

INDENTURE

Dated as of August __, 1997

____% Junior Subordinated Securities

Sections 310 through 318 of the
Trust Indenture Act of 1939:

Trust Indenture Act Section	Indenture Section
Section 310(a)(1)	609
(a)(2)	609
(a)(3)	Not Applicable
(a)(4)	Not Applicable
(b)	608, 610
Section 311(a)	613
(b)	613
Section 312(a)	701
(b)	702(b)
(c)	702(c)
Section 313(a)	703(a)
(a)(4)	101, 1004
(b)	703(a)
(c)	703(a)
(d)	703(b)
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This INDENTURE is dated as of August __, 1997, between Ocwen Financial Corporation, a corporation duly organized and existing under the laws of the State of Florida (herein called the "Company"), having its principal office at The Forum, Suite 1000, 1675 Palm Beach Lakes Blvd., West Palm Beach, Florida 33401, and The Chase Manhattan Bank, a New York State banking association, as Trustee (herein called the "Trustee").

RECITALS

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the execution and delivery of this Indenture to provide for the issuance of its __% Junior Subordinated Debentures due 2027 (the "Securities"); and

WHEREAS, Ocwen Capital Trust I (the "Trust") has offered to the public \$125,000,000 aggregate liquidation amount of its __% Capital Securities (the "Capital Securities") representing undivided beneficial ownership interests in the assets of the Trust and proposes to invest the proceeds from such offering and the proceeds from the issuance of its Common Securities in \$128,866,000 aggregate principal amount of the Securities; and

WHEREAS, to provide the terms and conditions upon which the Securities are to be authenticated, issued and delivered, the Company has duly authorized the execution of this Indenture; and

WHEREAS, all things necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been done;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holder thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Securities, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions

For all purposes of this Indenture, except as expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;

(4) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(5) a reference to any Person shall include its successor and assigns;

(6) a reference to any agreement or instrument shall mean such agreement or instrument as supplemented, modified, amended or restated and in effect from time to time;

(7) a reference to any statute, law, rule or regulation, shall include any amendments thereto applicable to the relevant Person, and any successor statute, law, rule or regulation; and

(8) a reference to any particular rating category shall be deemed to include any corresponding successor category, or any corresponding rating category issued by a successor or subsequent rating agency.

"Act", when used with respect to any Holder, has the meaning specified in Section 104.

"Adjusted Treasury Rate" means, with respect to any prepayment date, the Treasury Rate plus (i) % if such prepayment date occurs on or before , 1998 or (ii) % if such prepayment date occurs after , 1998.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and any legal or beneficial owner, directly or indirectly, of 20% or more of the Voting Stock of such specified Person. Notwithstanding the foregoing, no Securitization Entity shall be deemed an Affiliate of the Company.

"Bank" means Ocwen Federal Bank, FSB.

"Board of Directors" means either the board of directors of the Company or any duly authorized committee of that board as the context requires.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day" means any day other than a Saturday or Sunday or a day on which banking institutions in The City of New York are authorized or required by law or

executive order to remain closed or a day on which the Corporate Trust Office of the Trustee, or the principal office of the Property Trustee, under the Declaration, is closed for business.

"Capital Lease Obligation" of any Person means any obligations of such Person under any capital lease for real or personal property which, in accordance with GAAP, is required to be recorded as a capitalized lease obligation; and, for the purpose of this Indenture, the amount of such obligation at any date shall be the capitalized amount thereof at such date, determined in accordance with GAAP.

"Capital Securities" has the meaning specified in the Recitals to this instrument.

"Capital Stock" in any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents or interests in (however designated) capital stock in which Person, including, with respect to a corporation, common stock, Preferred Stock and other corporate stock and, with respect to a partnership, partnership interests, whether general or limited, and any rights (other than debt securities convertible into corporate stock, partnership interests or other capital stock), warrants or options exchangeable for or convertible into such corporate stock, partnership interests or other capital stock.

"Change in 1940 Act Law" has the meaning set forth in the definition of Investment Company Event.

"Change of Control Event" means an event or series of events by which

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Existing Principal Stockholders, is or becomes after the date of issuance of the Securities the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Indenture), of more than 40% of the total voting power of all Voting Stock of the Company then outstanding;

(b) (1) another corporation merges into the Company or the Company consolidates with or merges into any other corporation, or

(2) the Company conveys, transfers or leases all or substantially all its assets to any person or group, in one transaction or a series of transactions, other than any conveyance, transfer or lease between the Company and a Wholly-Owned Subsidiary of the Company,

in each case, with the effect that a "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Existing Principal Stockholders, is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 of the Exchange Act as in effect on the date of this Indenture) of more than 40% of the total voting power of all Voting Stock of the surviving or transferee corporation of such transaction or series of transactions;

(c) during any period of two consecutive years, individuals who at the beginning of such period constituted the Company's Board of Directors, or whose nomination for election by the Company's shareholders was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the directors then in office;

(d) (1) the Company sells, transfers or otherwise disposes of any shares of Capital Stock of any Significant Subsidiary (other than to the Company or a Wholly-Owned Subsidiary), or

(2) any Significant Subsidiary (i) issues, sells or otherwise disposes of more than 20% of the outstanding shares of its Capital Stock (or securities convertible into or exercisable for more than 20% of the outstanding shares of its Capital Stock), (ii) conveys, transfers or leases all or substantially all its assets to any "person" or "group" (as such terms are used in Section 13(d) and 14(d) of the Exchange Act) or (iii) merges with or into any other entity, except in the case of any event described in this clause (2) with the Company or a Wholly-Owned Subsidiary; or

(e) the shareholders of the Company shall approve any plan or proposal for the liquidation or dissolution of the Company.

"Closing Date" means August __, 1997.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"Common Securities" means the common securities issued by the Trust.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Company Request" or "Company Order" means a written request or order signed in the name of the Company by its Chairman of the Board, its Vice Chairman of the Board, a President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary, and delivered to the Trustee.

"Comparable Treasury Issue" means with respect to any prepayment date the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the Remaining Life that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life. If no United States Treasury security has a maturity which is within a period from three months before to three months

after _____, 2007, the two most closely corresponding United States Treasury securities shall be used as the Comparable Treasury Issue, and the Treasury Rate shall be interpolated or extrapolated on a straight-line basis, rounding to the nearest month using such securities.

"Comparable Treasury Price" means (i) the average of five Reference Treasury Dealer Quotations for such prepayment date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Consolidated Net Income (Loss)" of any Person means, for any period, the consolidated net income (or loss) of such Person and its consolidated Subsidiaries for such period as determined in accordance with GAAP, adjusted, to the extent included in calculating such net income (loss), by excluding, without duplication, (i) all extraordinary gains and losses (other than those relating to the use of net operating losses of such Person carried forward), less all fees and expenses relating thereto, net of taxes, (ii) the portion of net income (or loss) of any Person (other than any of such Person's consolidated Subsidiaries) in which such Person or any of its Subsidiaries has an ownership interest, except to the extent of the amount of dividends or other distributions actually paid to such Person or its consolidated Subsidiaries in cash by such other Person during such period, (iii) net income (or loss) of any Person combined with such Person or any of its Subsidiaries on a "pooling of interests" basis attributable to any period prior to the date of combination, (iv) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan or (v) the net income of any consolidated Subsidiary of such Person to the extent that the declaration or payment of dividends or similar distributions by that Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to that Subsidiary or its shareholders; provided that, upon the termination or expiration of such dividend or distribution restrictions, the portion of net income (or loss) of such consolidated Subsidiary allocable to such Person and previously excluded shall be added to the Consolidated Net Income (Loss) of such Person to the extent of the amount of dividends or other distributions available to be paid to such Person in cash by such Subsidiary.

"Consolidated Tangible Net Worth" of any Person and its Subsidiaries means as of the date of determination all amounts that would be included under stockholders' equity on a consolidated balance sheet of such Person and its Subsidiaries determined in accordance with GAAP less an amount equal to the consolidated intangible assets (other than capitalized mortgage servicing rights) of such Person and its Subsidiaries determined in accordance with GAAP.

"Corporate Trust Office" means the principal office of the Trustee in the City of New York, at which at any particular time its corporate trust business shall be administered and which at the date of this Indenture is located at 450 West 33rd Street, New York, New York 10001-2697, Attention: Global Trust Services.

"Covenant Defeasance" has the meaning specified in Section 403.

"Creditor" shall have the meaning set forth in Section 1009.

"Declaration" means the Amended and Restated Declaration of Trust among the Company, as Sponsor, the Regular Trustees, the Trustee, as initial Property Trustee and Chase Manhattan Bank Delaware, as initial Delaware Trustee, dated as of August __, 1997.

"Defaulted Interest" has the meaning specified in Section 307.

"Depository" means, with respect to Securities issuable in whole or in part in the form of one or more Global Securities, a clearing agency registered under the Exchange Act that is designated to act as Depository for such Securities.

"Disinterested Director" of any Person means, with respect to any transaction or series of related transactions, a member of the board of directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction or series of related transactions.

"Disqualified Capital Stock" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part on, or prior to, or is exchangeable for debt securities of the Company or its Subsidiaries prior to, the final Stated Maturity of principal of the Securities; provided that only the amount of such Capital Stock that is redeemable prior to the Stated Maturity of principal of the Securities shall be deemed to be Disqualified Capital Stock.

"Event of Default" has the meaning specified in Section 501.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and any successor legislation.

"Existing Principal Stockholders" means, individually or collectively, William C. Erbey, Barry N. Wish and Harold D. Price and their respective estates, spouses, heirs, ancestors, lineal descendants and legatees and legal representatives of any of the foregoing and the trustee of any bona fide trust of which one or more of the foregoing are the trustees or the majority beneficiaries, and any entity of which any of the foregoing, individually or collectively, beneficially owns more than 50% of the Voting Stock thereof.

"Extension Period" has the meaning specified in Section 301.

"Fair Market Value" means, with respect to any asset, the price which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing buyer, neither of which is under compulsion to complete the transaction.

"Federal Reserve" means the Board of Governors of the Federal Reserve System.

"Funded Indebtedness" means, with respect to any Person as of the date of determination, Indebtedness which by its terms has a Maturity, or is extendable or renewable at the option of such Person to a date, which is more than twelve months after the date of creation or incurrence of such Indebtedness.

"GAAP" means generally accepted accounting principles.

"Guarantee" means the Guarantee Agreement, dated as of August __, 1997, executed by the Company and the Trustee, as initial Guarantee Trustee, for the benefit of the Holders (as defined therein).

"Guaranteed Indebtedness" of any Person means, without duplication, all Indebtedness of any other Person guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such person through an agreement (i) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, (iii) to supply funds to, or in any other manner invest in, the debtor (including any agreement to pay for property or services without requiring that such property be received or such services be rendered), (iv) to maintain working capital or equity capital of the debtor, or otherwise to maintain the net worth, solvency or other financial condition of the debtor, or (v) otherwise to assure a creditor with respect to Indebtedness against loss; provided that the term "guarantee" shall not include endorsements for collection of deposit, in either case in the ordinary course of business.

"Global Security" means a Security that evidences all or part of the Securities and is authenticated and delivered to, and registered in the name of, the Depository for such Securities or a nominee thereof.

"Holder" means a Person in whose name a Security is registered in the Security Register.

"Indebtedness" means, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, excluding any trade payables and other accrued current liabilities arising in the ordinary course of business, but including, without limitation, all obligations, contingent or otherwise, of such Person in connection with any letters of credit issued under letter of credit facilities, and in connection with any agreement by such Person to purchase, redeem, exchange, convert or otherwise acquire for value any Capital Stock of such Person now or hereafter outstanding, (ii) all obligations of such Person evidenced by bonds, notes, debentures or other similar instruments, (iii) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such

Person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), but excluding trade payables arising in the ordinary course of business, (iv) all obligations under interest rate agreements of such Person, (v) all Capital Lease Obligations of such Person, (vi) all indebtedness referred to in clauses (i) through (v) above of other Persons and all dividends payable by other Persons, the payment of which is secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien, upon or with respect to property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness (the amount of such obligations being deemed to be the lesser of the value of such property or asset or the amount of the obligations so secured), (vii) all guarantees by such Person of Guaranteed Indebtedness, (viii) all Disqualified Capital Stock (valued at the greater of book value and voluntary or involuntary maximum fixed repurchase price plus accrued and unpaid dividends) of such Person, and (ix) any amendment, supplement, modification, deferral, renewal, extension, refunding or refinancing or any liability of the types referred to in clauses (i) through (viii) above. For purposes hereof, (x) the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which indebtedness shall be required to be determined pursuant to this Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Capital Stock, such fair market value is to be determined in good faith by the board of directors (or any duly authorized committee thereof) of the issuer of such Disqualified Capital Stock, and (y) indebtedness is deemed to be incurred pursuant to a revolving credit facility each time an advance is made thereunder.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, including, for all purposes of this instrument and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern this instrument and any such supplemental indenture, respectively.

"Interest Payment Date", when used with respect to any installment of interest on a Security, means the date specified in such Security as the fixed date on which an installment of interest with respect to the Securities is due and payable.

"Investment Company Event" means the receipt by the Trust of an opinion of counsel, rendered by a law firm experienced in such matters to the effect that, as a result of the occurrence of a change in law or regulation or a change in interpretation or application of law or regulation by any legislative body, court, governmental agency or regulatory authority (a "Change in 1940 Act Law"), the Trust is or will be considered an "investment company" that is required to be registered under the Investment Company Act of 1940, as amended, which Change in 1940 Act Law becomes effective on or after the date of original issuance of the Securities.

"Investment Grade Status," with respect to the Company, shall occur when the senior unsecured notes of the Company (and any other unsecured senior indebtedness) receives or would have received such a rating if such indebtedness were outstanding of "BBB-" or higher from Standard & Poor's Ratings Group or a rating of "Baa3" or higher from Moody's Investors Service, Inc.

"Legal Defeasance" has the meaning specified in Section 402.

"Lien" means any mortgage, charge, pledge, lien (statutory or otherwise), security interest, hypothecation or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired.

"Maturity", when used with respect to any Security, means the date on which the principal of such Security becomes due and payable as therein or herein provided, whether at the Stated Maturity (which may be extended as therein or herein provided) or by declaration of acceleration, call for redemption or otherwise.

"Officers' Certificate" means a certificate signed by the Chairman of the Board, a Vice Chairman of the Board, the President or a Vice President, and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, of the Company, and delivered to the Trustee. One of the officers signing an Officers' Certificate given pursuant to Section 1004 shall be the principal executive, financial or accounting officer of the Company. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that each officer signing the Officers' Certificate has read the covenant or condition and the definitions relating thereto;

(b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;

(c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for the Company (and who may be an employee of the Company), and who shall be reasonably acceptable to the Trustee. An opinion of counsel may rely on certificates as to matters of fact.

"OTS" means the Office of Thrift Supervision or any successor thereto.

"Outstanding", when used with respect to Securities, means, as of the date of determination, all Securities authenticated and delivered under this Indenture, except: (i) Securities cancelled by the Trustee or delivered to the Trustee for cancellation; (ii) Securities for whose payment or redemption money in the necessary amount has been deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holder of such Securities; provided that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and (iii) Securities which have been paid pursuant to Section 306, or in exchange or for in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Company.

"Paying Agent" means any person authorized by the Company to pay the principal of or interest on any Securities on behalf of the Company.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivisions thereof.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any security authenticated and delivered under Section 306 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"Preferred Stock" means, with respect to any Person, any Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary liquidation or dissolution of such Person, over Capital Stock of any other class in such Person.

"Property Trustee" has the meaning set forth in the Declaration.

"Quotation Agent" means (i) Lehman Brothers Inc. and its respective successors; provided, however, that if the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Reference Treasury Dealer"), the Company shall substitute therefor another Reference Treasury Dealer; and (ii) any other Reference Treasury Dealer selected by the Trustee after consultation with the Company.

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

"Reference Treasury Dealer" has the meaning set forth in the definition of Quotation Agent.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any prepayment date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m. New York City time, on the third business day preceding such prepayment date.

"Regular Record Date" for the interest payable on any Interest Payment Date means the 15th day of the month prior to the relevant Interest Payment Date.

"Regular Trustee" has the meaning set forth in the Declaration.

"Regulatory Capital Event" means that the Company shall have received an opinion of independent bank regulatory counsel experienced in such matters to the effect that, as a result of (a) any amendment to or change (including any announced prospective change) in the laws (or any regulations thereunder) of the United States or any rules, guidelines or policies of the appropriate regulatory authorities or (b) any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations which amendment or change is effective or such pronouncement or decision is announced on or after the date of original issuance of the Capital Securities, the Capital Securities do not constitute, or within 90 days of the date thereof, will not constitute Tier I capital or its then equivalent, applied as if the Company or its successor were a bank holding company (as that concept is used in the guidelines or regulations issued by the Federal Reserve, as then in effect); provided, however, that the distribution of the Securities in connection with the liquidation of the Trust by the Company shall not in and of itself constitute a Regulatory Capital Event unless such liquidation shall have occurred in connection with a Tax Event or an Investment Company Event.

"Remaining Life" has the meaning specified in Section 1201.

"Responsible Officer", when used with respect to the Trustee, means the chairman or any vice-chairman of the board of directors, the chairman or any vice-chairman of the executive committee of the board of directors, the chairman of the trust committee, the president, any vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any trust officer or assistant trust officer, the controller or any assistant controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Securities" has the meaning specified in the Recitals to this instrument.

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

"Securitization Entity" means any pooling arrangement or entity formed or originated for the purpose for holding, and/or issuing securities representing interests in, one or more pools or mortgages, leases, credit card receivables, home equity loan receivables, automobile loans, leases or installment sales contracts, other consumer receivables or other financial assets of the Company or any Subsidiary, and shall include, without limitation, any partnership, limited liability company, liquidating trust, grantor trust, owner trust or real estate mortgage investment conduit.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 305.

"Senior Indebtedness" means, with respect to the Company, whether recourse is to all or a portion of the assets of the Company and whether or not contingent, (i) every obligation of such person for money borrowed, (ii) every obligation of the Company evidenced by bonds, debentures, notes or other similar instruments, including obligations incurred in connection with the acquisition of property, assets or businesses, (iii) every reimbursement obligation of the Company with respect to letters of credit, bankers' acceptances or similar facilities issued for the account of the Company, (iv) every obligation of the Company issued or assumed as the deferred purchase price of property or services (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business), (v) every Capital Lease Obligation of the Company, (vi) every obligation of such person for claims (as defined in Section 101(4) of the United States Bankruptcy Code of 1978, as amended) in respect of derivative products such as interest and foreign exchange rate contracts, commodity contracts and similar arrangements and (vii) every obligation of the type referred to in clauses (i) through (vi) of another person and all dividends of another person the payment of which, in either case, such person has guaranteed or is responsible or liable, directly or indirectly, as obligor or otherwise; provided that "Senior Indebtedness" shall not include (i) any obligations which, by their terms, are expressly stated to rank pari passu in right of payment with, or to not be superior in right of payment to, the Securities, (ii) any Senior Indebtedness of the Company which when incurred and without respect to any election under Section 1111(b) of the United States Bankruptcy Code of 1978, as amended, was without recourse to the Company, (iii) any Senior Indebtedness of the Company to any of its subsidiaries, (iv) Senior Indebtedness to any employee of the Company or (v) any Senior Indebtedness in respect of debt securities issued to any trust, or a trustee of such trust, partnership or other entity affiliated with the Company that is a financing entity of the Company in connection with the issuance of such financing entity of securities that are similar to the Capital Securities.

"Significant Subsidiary" means, with respect to any Person, any consolidated Subsidiary of such Person for which the net income of such Subsidiary was more than 25% of the Consolidated Net Income of such Person in both of the two prior fiscal years.

"Special Event" means an Investment Company Event, a Regulatory Capital Event or a Tax Event.

"Special Record Date" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 307.

"Stated Maturity", when used with respect to any Security or any installment of interest thereon, means the date specified in such Security as the date on which the principal, together with any accrued and unpaid interest, of such Security or such installment of interest is due and payable (whether the initial such date or, if pursuant to Section 301 the Company elects to extend the Stated Maturity, such later date as is chosen by the Company pursuant to Section 301).

"Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of the Voting Stock thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof.

"Tax Event" means the receipt by the Trust of an opinion of counsel experienced in such matters to the effect that, as a result of any amendment to, change in or announced proposed change in the laws (or any regulations thereunder) of the United States or any political subdivision or taxing authority thereof or therein, or as a result of any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations, which amendment or change is adopted or such proposed change pronouncement or decision is announced on or after the date of issuance of the Capital Securities under the Declaration, there is more than an insubstantial risk that (i) the Trust is, or will be within 90 days of the date of such opinion, subject to United States federal income tax with respect to income received or accrued on the Securities, (ii) interest payable by the Company on the Securities is not, or within 90 days of the date of such opinion, will not be, deductible by the Company, in whole or in part, for United States federal income tax purposes, or (iii) the Trust is, or will be within 90 days of the date of such opinion, subject to more than a de minimis amount of other taxes, duties or other governmental charges.

"Treasury Rate" means (i) the yield, under the heading which represents the average for the immediately prior week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Remaining Life (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Remaining Life shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such prepayment date. The Treasury Rate shall be calculated on the third business day preceding the prepayment date.

"Trust" means Ocwen Capital Trust I, a statutory business trust declared and established pursuant to the Delaware Business Trust Act by the Declaration.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"Trust Indenture Act" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, "Trust Indenture Act" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

"U.S. Government Obligations" has the meaning specified in Section 404.

"Vice President", when used with respect to the Company or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title "vice president."

"Voting Stock" means Capital Stock of the class or classes of which the holders have (i) in respect of a corporation, the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such corporation (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency) or (ii) in respect of a partnership, the general voting power under ordinary circumstances to elect the board of directors or other governing board of such partnership or of the Person which is a general partner of such partnership.

"Wholly-Owned Subsidiary" means a Subsidiary all of the Capital Stock of which (other than directors' qualifying shares) is owned by the Company or another Wholly-Owned Subsidiary.

SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee such certificates and opinions as may be required under the Trust Indenture Act. Each such certificate or opinion shall be given in the form of an Officers' Certificate, if to be given by an officer of the Company, or an Opinion of Counsel, if to be given by counsel, and shall comply with the requirements of the Trust Indenture Act and any other requirement set forth in this Indenture.

SECTION 103. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. Acts of Holders; Record Dates.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee at the address specified in Section 105 and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 601) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

Without limiting the generality of the foregoing, a Holder, including a Depositary that is a Holder of a Global Security, may make, give or take by proxy or proxies, duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted in this Indenture to be made, given or taken by Holders, and a Depositary that is a Holder of a Global Security may provide its proxy or proxies to the beneficial owners of interest in any such Global Security.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) The Company may, in the circumstances permitted by the Trust Indenture Act, fix any day as the record date for the purpose of determining the Holders entitled to give or take any request, demand, authorization, direction, notice, consent, waiver or other action, or to vote on any action, authorized or permitted to be given or taken by Holders. If not set by the Company prior to the first solicitation of a Holder made by any Person in respect of any such action, or, in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the 30th day (or, if later, the date of the most recent list of Holders required to be provided pursuant to Section 701) prior to such first solicitation or vote, as the case may be.

With regard to any record date, only the Holders on such date (or their duly designated proxies) shall be entitled to give or take, or vote on, the relevant action, except as provided in paragraph (a) of this Section 104.

(d) The ownership of Securities shall be proved by the Security Register.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 105. Notices, Etc. to Trustee and the Company.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with:

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its Corporate Trust Office, Attention: Global Trust Services; or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at the address of its principal

office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company, Attention: Secretary.

SECTION 106. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Security Register, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

SECTION 107. Conflict With Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such Act to be a part of and govern this Indenture, the provision of the Trust Indenture Act shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as to modified or so be excluded, as the case may be.

SECTION 108. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 109. Separability Clause.

In case any provision in this Indenture or in the Securities 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.

SECTION 110. Benefits of Indenture.

Nothing in this Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the holders of Senior Indebtedness, the holders of Capital Securities (to the extent provided herein) and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 111. GOVERNING LAW.

THIS INDENTURE AND THE SECURITIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. THIS INDENTURE IS SUBJECT TO THE PROVISIONS OF THE TRUST INDENTURE ACT THAT ARE REQUIRED TO BE PART OF THIS INDENTURE AND SHALL, TO THE EXTENT APPLICABLE, BE GOVERNED BY SUCH PROVISIONS.

SECTION 112. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity of any Security shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Securities) payment of interest or principal of the Securities need not be made on such date, but may be made on the next succeeding Business Day (except that, if such Business Day is in the next succeeding calendar year, such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be, shall be the immediately preceding Business Day) with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity, provided that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be.

SECTION 113. Execution in Counterparts.

This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 114. Successors.

All the covenants, stipulations, promises and agreements of the Company in this Indenture shall be binding upon its successors and assigns.

ARTICLE TWO

SECURITY FORMS

SECTION 201. Forms Generally.

The Securities and the Trustee's certificates of authentication shall be in substantially the forms set forth in this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistent herewith, be determined by the officers executing such Securities, as evidenced by their execution of the Securities.

The definitive Securities shall be printed, lithographed or engraved or produced by any combination of these or other methods, all as determined by the officers executing such Securities, as evidenced by their execution of such Securities.

SECTION 202. Form of Face of Security.

Ocwen Financial Corporation

Junior Subordinated Security Due _____, 2027

\$ _____

No. _____

CUSIP No. _____

Ocwen Financial Corporation, a corporation duly organized and existing under the laws of the State of Florida (herein called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ DOLLARS (\$ _____) on _____, 2027, and to pay interest on said principal sum from _____, 1997 or from the most recent interest payment date (each such date, an "Interest Payment Date") to which interest has been paid or duly provided for, semi-annually (subject to deferral as set forth herein) in arrears on _____ and _____ of each year, commencing _____, 1997, at the rate of ____% per annum until the principal hereof shall have become due and payable, and on any overdue principal and (without duplication and to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the same rate per annum. The amount of interest payable for any period will be computed on the basis of twelve 30-day months and a 360-day year. The amount of interest payable for any period shorter than a full semi-annual period for which interest is computed, will be computed on the basis of actual number of days elapsed in such 180-day period. In the event that any date on which interest is payable on this Security is not a Business Day, then a payment of the interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other

payment in respect of any such delay), except that if such next succeeding Business Day falls in the next calendar year, then such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on the date the payment was originally payable. A "Business Day" shall mean any day other than a Saturday or a Sunday, or a day on which banking institutions in the City of New York are authorized or required by law or executive order to remain closed or a day on which the Corporate Trust Office of the Trustee, or the principal office of the Property Trustee under the Declaration, is closed for business. The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name the Securities (or one or more Predecessor Securities, as defined in the Indenture) is registered at the close of business on the Regular Record Date for such interest installment, which shall be the 15th day of the month prior to which such Interest Payment Date occurs. Any such interest installment not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name the Securities (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

So long as no Event of Default has occurred and is continuing, the Company shall have the right at any time during the term of this Security, from time to time, to defer payment of interest on such Security for up to 10 consecutive semi-annual periods (an "Extension Period"), provided that no Extension Period may extend past the Stated Maturity of this Security. There may be multiple Extension Periods of varying lengths during the term of this Security. At the end of each Extension Period, if any, the Company shall pay all interest then accrued and unpaid, together with interest thereon, compounded semi-annually at the rate specified on this Security to the extent permitted by applicable law. During any such Extension Period, the Company may not, and may not permit any Subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company that rank pari passu with or junior in interest to the Securities or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any Subsidiary of the Company if such guarantee ranks pari passu or junior in interest to the Securities (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a stockholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock (in each case occurring in the absence of a payment or distribution of assets to shareholders), (e) the purchase of fractional interests in the shares of the Company's capital

stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans).

Prior to the termination of any such Extension Period, the Company may further extend the interest payment period, provided that no Extension Period may exceed 10 consecutive semi-annual periods or extend beyond the Stated Maturity of this Security. Upon the termination of any such Extension Period and the payment of all amounts then due on any Interest Payment Date, the Company may elect to begin a new Extension Period subject to the above requirements. No interest shall be due and payable during an Extension Period, except at the end thereof. The Company shall give the Property Trustee, the Regular Trustees and the Debenture Trustee notice of its election of such Extension Period at least one Business Day prior to the earlier of (i) the Interest Payment Date or (ii) the date the Regular Trustees are required to give notice to any applicable self-regulatory organization or to holders of the Capital Securities of the record date or the date the related distributions are payable, but in any event not less than one Business Day prior to such record date.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Paying Agent maintained for that purpose in the United States, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated by the Person entitled thereto as specified in the Security Register.

The indebtedness evidenced by this Security is, to the extent provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of all Senior Indebtedness, and this Security is issued subject to the provisions of the Indenture with respect thereto. Each Holder of this Security, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effect the subordination so provided and (c) appoints the Trustee his attorney-in-fact for any and all such purposes. Each Holder hereof, by his acceptance hereof, waives all notice of the acceptance of the subordination provisions contained herein and in the Indenture by each holder of Senior Indebtedness, whether now outstanding or hereafter incurred, and waives reliance by each such Holder upon said provisions.

Reference is hereby made to the further provisions of the Indenture summarized on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Ocwen Financial Corporation has caused this instrument to be duly executed and delivered.

Dated: _____, 1997

OCWEN FINANCIAL CORPORATION

By: _____
Name:
Title:

SECTION 203. Form of Reverse of Security.

This Security is one of a duly authorized issue of Securities of Ocwen Financial Corporation (the "Company"), designated as its ____% Junior Subordinated Securities due 2027 (herein called the "Securities"), limited in aggregate principal amount to \$128,866,000 issued under an Indenture, dated as of August __, 1997 (herein called the "Indenture"), between the Company and The Chase Manhattan Bank, a New York State banking association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which the Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Trustee, the Company and the Holders, and of the terms upon which the Securities are, and are to be, authenticated and delivered.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

At any time on or after _____, 2007, the Securities are redeemable at the option of the Company, subject to the last paragraph of Section 1201 of the Indenture and to the receipt of any necessary prior regulatory approval, in whole or in part at any time at the redemption prices (expressed as percentage of principal amount) set forth below plus accrued and unpaid interest, if any, to the Redemption Date, if redeemed during the twelve-month period beginning on _____ of the years indicated below:

Year	Percentage
-----	-----
2007.....	%
2008.....	%
2009.....	%
2010.....	%
2011.....	%
2012.....	%

Year - - - - -	Percentage -----
2013.....	%
2014.....	%
2015.....	%
2016.....	%

On or after _____, 2017, the Redemption Price will be 100%, plus accrued and unpaid interest, if any, to the Redemption Date.

If a Special Event shall occur and be continuing, the Company shall have the right, within 90 days of the occurrence of such Special Event, subject to the last paragraph of Section 1201 of the Indenture and to the receipt of any necessary prior regulatory approval, to redeem, upon not less than 30 days nor more than 60 days notice, the Securities in whole, but not in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of Securities then Outstanding or (ii) as determined by a Quotation Agent, the sum of the present values of the principal amount and premium payable with respect to an optional redemption of such Securities on _____, 2007 together with scheduled payments of interest from the prepayment date to _____, 2007 discounted to the prepayment date on a semi-annual basis (assuming a 360-day year consisting of 30-day months) at the Adjusted Treasury Rate, plus, in each case, accrued interest thereon to the date of prepayment.

If the Securities are only partially redeemed by the Company, the Securities will be redeemed pro rata. If a partial redemption of the Capital Securities resulting from a partial redemption of the Securities would result in the delisting of the Capital Securities from the securities exchange or quoting service on which the Capital Securities are then listed or quoted, the Company may only redeem the Securities in whole. In the event of redemption of this Security in part only, a new Security or Securities for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

If an Event of Default with respect to the Securities shall occur and be continuing, the principal of the Securities may be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions for satisfaction and discharge or legal defeasance of the entire indebtedness of this Security and for the defeasance of certain covenants under the Indenture at any time upon compliance by the Company with certain conditions set forth in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of Holders of not less than a majority in principal amount of the Outstanding Securities affected, to execute supplemental indentures, which modify the Indenture in a manner affecting the rights of the Holders of the Securities; provided that no such supplemental indenture may, without the consent of the Holder of each Outstanding Security affected thereby, (i) except to the extent permitted and subject to the conditions set forth in the Indenture with respect to the extension of the Stated Maturity of the Security, change the maturity of, the principal of, or any installment of interest on, the Security or reduce the

principal amount thereof, or the rate of payment of interest thereon, or change the place of payment where, or the coin or currency in which, this Security or interest thereon is payable, or impair the right to institute suit for the enforcement of such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date), or modify the provisions of the Indenture with respect to the subordination of the Securities in a manner adverse to the Holders, (ii) reduce the percentage in principal amount of the Outstanding Securities, the consent of whose Holders is required for any such supplemental Indenture or the consent of whose Holders is required for any waiver (of compliance with certain provisions of the Indenture or certain defaults hereunder and their consequences) provided for in the Indenture, or (iii) modify any of the provisions of Section 513, Section 902 or Section 1008 of the Indenture, except to increase any such percentage or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby, provided that, so long as any of the Capital Securities remains outstanding, no such amendment shall be made that adversely affects the holders of the Capital Securities in any material respect, and no termination of the Indenture shall occur, and no waiver of an Event of Default or compliance with any covenant under the Indenture shall be effective, without the prior consent of the holders of at least a majority of the aggregate liquidation preference of the outstanding Capital Securities unless and until the principal of and any premium on the Securities and all accrued and unpaid interest thereon have been paid in full.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in New York, New York, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities are exchangeable for a like aggregate

principal amount of Securities of a different authorized denomination, as requested by the Holder surrendering the same.

THE SECURITIES AND THE INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 204. Form of Trustee's Certificate of Authentication.

This is one of the Securities referred to in the within-mentioned Indenture.

_____, as Trustee

By: _____
Authorized Officer

ARTICLE THREE

THE SECURITIES

SECTION 301. Title and Terms.

The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is limited to \$128,866,000, except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities pursuant to Sections 304, 305, 306, 906 or 1208.

The Securities shall be known and designated as the "__% Junior Subordinated Securities Due 2027" of the Company. Their Stated Maturity shall be _____, 2027.

The Securities shall bear interest at the rate of __% per annum, from _____, 1997 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, payable semi-annually (subject to deferral as set forth herein), in arrears, on _____ and _____ of each year, commencing _____, 1997 until the principal thereof is paid or made available for payment. Interest will compound semi-annually and will accrue at the rate of __% per annum on any interest installment in arrears for more than one semi-annual period or during an extension of an interest payment period as set forth below in this Section 301. In the event that any date on which interest is payable on the Securities is not a Business Day, then a payment of the interest payable on such date will be made on the next succeeding day which is a Business Day except that, if such Business Day falls in the next succeeding calendar year, such Interest Payment Date shall be the immediately preceding Business Day (and without any interest or other payment in respect of any such delay).

So long as no Event of Default has occurred and is continuing, the Company shall have the right at any time during the term of this Security, from time to time, to defer payment of interest on such Security for up to 10 consecutive semi-annual periods (an "Extension Period"), provided that no Extension Period may extend past the Stated Maturity of this Security. There may be multiple Extension Periods of varying lengths during the term of this Security. At the end of each Extension Period, if any, the Company shall pay all interest then accrued and unpaid, together with interest thereon, compounded semi-annually at the rate specified on this Security to the extent permitted by applicable law. During any such Extension Period, the Company may not, and may not permit any Subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company that rank pari passu with or junior in interest to the Securities or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any Subsidiary of the Company if such guarantee ranks pari passu or junior in interest to the Securities (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a stockholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock (in each case occurring in the absence of a payment or distribution of assets to shareholders), (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans). Prior to the termination of any such Extension Period, the Company may further extend the interest payment period, provided that no Extension Period may exceed 10 consecutive semi-annual periods or extend beyond the Stated Maturity of the Securities. Upon the termination of any such Extension Period and the payment of all amounts then due on any Interest Payment Date, the Company may elect to begin a new Extension Period subject to the above requirements. No interest shall be due and payable during an Extension Period, except at the end thereof. The Company shall give the Property Trustee, the Regular Trustees and the Debenture Trustee notice of its election of such Extension Period at least one Business Day prior to the earlier of (i) the Interest Payment Date or (ii) the date the Regular Trustees are required to give notice to any applicable self-regulatory organization or to holders of the Capital Securities of the record date or the date the related distributions are payable, but in any event not less than one Business Day prior to such record date.

The Trustee shall promptly give notice of the Company's selection of such Extension Period to the holders of the Capital Securities.

The principal of (and premium, if any) and interest on the Securities shall be payable at the office or agency of the Paying Agent in the United

States maintained for such purpose and at any other office or agency maintained by the Company for such purpose in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated by the Person entitled thereto as specified in the Security Register.

The Securities shall be subordinated in right of payment to Senior Indebtedness as provided in Article Eleven.

The Securities shall be redeemable as provided in Article Twelve.

SECTION 302. Denominations.

The Securities shall be issuable only in registered form, without coupons, and only in denominations of \$1,000 and any integral multiple thereof.

SECTION 303. Execution, Authentication, Delivery and Dating.

The Securities shall be executed on behalf of the Company by its Chairman of the Board, its Vice Chairman of the Board, a President or one of its Vice Presidents. The signature of any of these officers on the Securities may be manual or facsimile.

Securities bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities; and the Trustee in accordance with such Company Order shall authenticate and deliver such Securities as in this Indenture provided and not otherwise.

Each Security shall be dated the date of its authentication.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.

SECTION 304. Temporary Securities.

Pending the preparation of definitive Securities, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as evidenced by their execution of such Securities.

If temporary Securities are issued, the Company will cause definitive Securities to be prepared without unreasonable delay. After the preparation of definitive Securities, the temporary Securities shall be exchangeable for definitive Securities upon surrender of the temporary Securities at any office or agency of the Company designated pursuant to Section 1002, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of authorized denominations. Until so exchanged the temporary Securities shall in all respects be entitled to the same benefits under this Indenture as definitive Securities.

SECTION 305. Registration; Registration of Transfer and Exchange.

The Company shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency designated pursuant to Section 1002 being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Securities and of transfers of Securities. The Trustee is hereby appointed "Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided.

Upon surrender for registration of transfer of any Security at an office or agency of the Company designated pursuant to Section 1002 for such purpose, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of any authorized denominations and of a like aggregate principal amount.

At the option of the Holder, Securities may be exchanged for other Securities of any authorized denominations and of a like aggregate principal amount, upon surrender of the Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Sections 304, 906 or 1208 not involving any transfer.

If the Securities are to be redeemed in part, the Company shall not be required (i) to issue, register the transfer of or exchange any Securities during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of any such Securities selected for redemption under Section 1204 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

The transfer and exchange of beneficial interests in any Global Security, which does not involve the issuance of a definitive Security or the transfer of interests to another Global Security, shall be effected through the Depositary (but not the Trustee) in accordance with this Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor. The Trustee (in its capacity as such) will not have any responsibility for the transfer and exchange of beneficial interests in such Global Security that does not involve the issuance of a definitive Security or the transfer of interests to another Global Security.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to hold each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 307. Payment of Interest; Interest Rights Preserved.

Interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Security which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at his address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. Notice of the proposed

payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Securities (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Company may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and if so listed, upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee. Subject to the foregoing provisions of this Section, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. Persons Deemed Owners.

Prior to due presentment of a Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee shall treat the Person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of principal of and (subject to Section 307) interest on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 309. Cancellation.

All Securities surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be disposed of as directed by a Company Order.

SECTION 310. Computation of Interest.

Interest on the Securities shall be computed on the basis of a 360-day year of twelve 30-day months. The amount of interest payable for any period shorter than a full semi-annual period for which interest is computed will be computed on the basis of actual number of days elapsed in such 180-day period.

SECTION 311. Right of Set-off.

Notwithstanding anything to the contrary in this Indenture, the Company shall have the right to set-off any payment it is otherwise required to make hereunder to the extent the Company has theretofore made, or is concurrently on the date of such payment making, a payment under the Guarantee.

SECTION 312. CUSIP Numbers.

The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

SECTION 313. Global Securities.

If the Securities are distributed to the holders of Capital Securities, Securities distributed in respect of Capital Securities that are held in global form by a Depositary will initially be issued as a Global Security, unless such transfer cannot be effected through book-entry settlement. If the Company shall establish that the Securities are to be issued in the form of one or more Global Securities, then the Company shall execute and the Trustee shall, in accordance with Section 303 and a Company Order, authenticate and deliver one or more Global Securities that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of all of the Securities to be issued in the form of Global Securities and not yet cancelled, (ii) shall be registered in the name of the Depositary for such Global Security or Securities or the nominee of such Depositary, and (iii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions. Global Securities shall bear a legend substantially to the following effect:

"This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depositary or a nominee of a Depositary. Notwithstanding the provisions of Section 305 of the Indenture, unless and until it is exchanged in whole or in part for Securities in definitive registered form, a Global Security representing all or a part of the Securities may not be transferred in the manner provided in Section 305 except as a whole by the Depositary to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. Every Security delivered upon registration or transfer of, or in exchange for, or in lieu of, this Global Security shall be a Global Security subject to the foregoing, except in the limited circumstances described above. Unless this certificate is presented by an authorized representative of The Depositary Trust Company, a New York corporation ("DTC"), to the Company or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative

of DTC (and any payment is to be made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein."

Definitive Securities issued in exchange for all or a part of a Global Security pursuant to this Section 313 shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Upon execution and authentication, the Trustee shall deliver such definitive Securities to the Persons in whose names such definitive Securities are so registered.

At such time as all interests in Global Securities have been redeemed, repurchased or canceled, such Global Securities shall be, upon receipt thereof, canceled by the Trustee in accordance with standing procedures and instructions existing between the Depositary and the Trustee. At any time prior to such cancellation, if any interest in Global Securities is exchanged for definitive Securities, redeemed, canceled or transferred to a transferee who receives definitive Securities therefor or any definitive Security is exchanged or transferred for part of Global Securities, the principal amount of such Global Securities shall, in accordance with the standing procedures and instructions existing between the Depositary and the Trustee, be reduced or increased, as the case may be, and an endorsement shall be made on such Global Securities by the Trustee to reflect such reduction or increase.

The Company and the Trustee may for all purposes, including the making of payments due on the Securities, deal with the Depositary as the authorized representative of the Holders for the purposes of exercising the rights of Holders hereunder. The rights of the owner of any beneficial interest in a Global Security shall be limited to those established by law and agreements between such owners and depository participants; provided, that no such agreement shall give any rights to any person against the Company or the Trustee without the written consent of the parties so affected. Multiple requests and directions from and votes of the Depositary as holder of Securities in global form with respect to any particular matter shall not be deemed inconsistent to the extent they do not represent an amount of Securities in excess of those held in the name of the Depositary or its nominee.

If at any time the Depositary for any Securities represented by one or more Global Securities notifies the Company that it is unwilling or unable to continue as Depositary for such Securities or if at any time the Depositary for such Securities shall no longer be registered or in good standing under the Exchange Act, the Company shall appoint a successor Depositary with respect to such Securities. If a successor Depositary for such Securities is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition, the Company's election that such Securities be represented by one or more Global Securities shall no longer be effective and the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Securities, will authenticate and deliver Securities in definitive registered form, in any authorized denominations, in an aggregate principal amount equal to the principal amount of

the Global Security or Securities representing such Securities, in exchange for such Global Security or Securities.

The Company may at any time and in its sole discretion determine that the Securities issued in the form of one or more Global Securities shall no longer be represented by a Global Security or Securities. In such event the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Securities, shall authenticate and deliver, Securities in definitive registered form, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such Securities, in exchange for such Global Security or Securities.

If specified by the Company with respect to Securities represented by a Global Security, the Depositary for such Global Security may surrender such Global Security in exchange in whole or in part for Securities in definitive registered form on such terms as are acceptable to the Company and such Depositary. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge, (i) to the Person specified by such Depositary, the new Security or Securities, of any authorized denominations as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and (ii) to such Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities authenticated and delivered pursuant to clause (i) above. Upon the exchange of a Global Security for Securities in definitive registered form in authorized denominations, such Global Security shall be cancelled by the Trustee or an agent of the Company or the Trustee. Securities in definitive registered form issued in exchange for a Global Security pursuant to this Section 313 shall be registered in such names and in such authorized denominations as the Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee or an agent of the Company or the Trustee. The Trustee or such agent shall deliver at its office such Securities to or as directed by the Persons in whose names such Securities are so registered.

ARTICLE FOUR

SATISFACTION AND DISCHARGE; DEFEASANCE

SECTION 401. Satisfaction and Discharge of Indenture.

This Indenture shall cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of Securities herein expressly provided for), and the Trustee, on written demand of and at the expense of the Company, shall execute instruments supplied by the Company acknowledging satisfaction and discharge of this Indenture, when (1) either (A) all Securities theretofore authenticated and delivered (other than (i) Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 306 and (ii) Securities for whose

payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or (B) all such Securities not theretofore delivered to the Trustee for cancellation (i) have become due and payable, or (ii) will become due and payable at their Maturity within one year, or (iii) if redeemable at the option of the Company, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company and the Company, in the case of (i), (ii) or (iii) above, has deposited or caused to be deposited with the Trustee as funds in trust for the purpose an amount sufficient to pay and discharge the entire indebtedness in such Securities not theretofore delivered to the Trustee for cancellation, for principal and interest to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be; (2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and (3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with. Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 607 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section, the obligations of the Trustee under Section 402 and the last paragraph of Section 1003 shall survive.

SECTION 402. Legal Defeasance.

In addition to discharge of this Indenture pursuant to Section 401, in the case of any Securities with respect to which the exact amount described in subparagraph (a) of Section 404 can be determined at the time of making the deposit referred to in such subparagraph (a), the Company shall be deemed to have paid and discharged the entire indebtedness on all the Securities as provided in this Section on and after the date the conditions set forth in Section 404 are satisfied, and the provisions of this Indenture with respect to the Securities shall no longer be in effect (except as to (i) rights of registration of transfer and exchange of Securities, (ii) substitution of mutilated, defaced, destroyed, lost or stolen Securities, (iii) rights of Holders to receive, solely from the trust fund described in subparagraph (a) of Section 404, payments of principal thereof and interest, if any, thereon upon the original stated due dates therefor (but not upon acceleration), (iv) the rights, obligations, duties and immunities of the Trustee hereunder, (v) this Section 402 and (vi) the rights of the Holders of Securities as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them) (hereinafter called "Legal Defeasance"), and the Trustee at the cost and expense of the Company, shall execute proper instruments acknowledging the same.

SECTION 403. Covenant Defeasance.

In the case of any Securities with respect to which the exact amount described in subparagraph (a) of Section 404 can be determined at the time of making the deposit referred to in such subparagraph (a), (I) the Company shall be released from its obligations under any covenants specified in or pursuant to this Indenture (except as to (i) rights of registration of transfer and exchange of Securities, (ii) substitution of mutilated, defaced, destroyed, lost or stolen Securities, (iii) rights of Holders to receive, from the Company pursuant to Section 1001, payments of principal thereof and interest, if any, thereon upon the original stated due dates therefor (but not upon acceleration), (iv) the rights, obligations, duties and immunities of the Trustee hereunder and (v) the rights of the Holders as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them), and (II) the occurrence of any event specified in Section 501(3) (with respect to any of the covenants specified in or pursuant to this Indenture) shall be deemed not to be or result in an Event of Default, in each case with respect to the Outstanding Securities as provided in this Section on and after the date the conditions set forth in Section 404 are satisfied) (hereinafter called "Covenant Defeasance"), and the Trustee, at the cost and expense of the Company, shall execute proper instruments acknowledging the same. For this purpose, such Covenant Defeasance means that the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant (to the extent so specified in the case of Section 501(3)), whether directly or indirectly by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document, but the remainder of this Indenture and the Securities shall be unaffected thereby.

SECTION 404. Conditions to Legal Defeasance or Covenant Defeasance.

The following shall be the conditions to application of either Section 402 or 403 to the Outstanding Securities:

(a) with reference to Section 402 or 403, the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee as funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders (i) cash, (ii) direct obligations of the United States of America, backed by its full faith and credit ("U.S. Government Obligations"), maturing as to principal and interest, if any, at such times and in such amounts as will ensure the availability of cash, (iii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, or (iv) a combination thereof, in each case sufficient, in the opinion of a nationally-recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge the principal of and interest, if any, on all Securities on each date that such principal or interest, if any, is due and payable;

(b) in the case of Legal Defeasance under Section 402, the Company has delivered to the Trustee an Opinion of Counsel based on the fact that (x) the

Company has received from, or there has been published by, the Internal Revenue Service a ruling or (y), since the date hereof, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and such opinion shall confirm that, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and Legal Defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance under Section 403, the Company has delivered to the Trustee an Opinion of Counsel to the effect that, and such opinion shall confirm that, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and Covenant Defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and Covenant Defeasance had not occurred;

(d) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any agreement or instrument to which the Company is a party or by which it is bound; and

(e) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent contemplated by this provision have been complied with.

SECTION 405. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 1003, all money and U.S. Government Obligations and obligations of certain Persons deposited with the Trustee pursuant to Section 404 shall be held in trust and such money and all money from such U.S. Government Obligations and obligations of certain Persons shall be applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal and interest for whose payment such money, U.S. Government Obligations and obligations of certain Persons have been deposited with the Trustee.

SECTION 406. Indemnity for U.S. Government Obligations.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against either the U.S. Government Obligations or the obligations of certain Persons deposited pursuant to Section 404 or the principal or interest received in respect of such obligations other than any such tax, fee or other charge that by law is for the account of the Holders of Outstanding Securities.

ARTICLE FIVE

REMEDIES

SECTION 501. Events of Default.

"Event of Default" wherever used herein, means any one of the following events that has occurred and is continuing (whatever the reason for such Event of Default and whether it shall be occasioned by the provisions of Article Eleven or be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) failure for 30 days to pay any interest on the Securities when due (subject to the deferral of any due date in the case of an Extension Period); or

(2) failure to pay any principal or any premium on the Securities when due, whether at Stated Maturity, upon redemption, by declaration of acceleration or otherwise, provided, however, that an extension of the Stated Maturity of the Securities in accordance with the terms of this Indenture shall not constitute an Event of Default; or

(3) failure to observe or perform any other covenant herein that continues for 90 days after written notice to the Company from the Trustee or the holders of at least 25% in aggregate outstanding principal amount of Outstanding Securities; or

(4) entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of substantially all of the property of the Company, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 90 consecutive days; or

(5) (A) the commencement by the Company of a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, (B) the consent by the Company to the entry of a decree or order for relief in respect of itself in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Company, (C) the filing by the Company of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, (D) the consent by the Company to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official

of the Company or of all or substantially all of the property of the Company, or (E) the making by the Company of an assignment for the benefit of creditors.

SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Outstanding Securities shall have the right to declare the principal of and the interest on all the Securities and any other amounts payable hereunder to be due and payable immediately, provided, however, that if upon an Event of Default the Trustee or the Holders of at least 25% in aggregate principal amount of the outstanding Securities fail to declare the payment of all amounts on the Securities to be immediately due and payable, the holders of at least 25% in aggregate liquidation preference of Capital Securities then outstanding shall have such right, by a notice in writing to the Company (and to the Trustee if given by Holders or the holders of Capital Securities) and upon any such declaration such principal and all accrued interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter provided in this Article, the Holders of a majority in aggregate principal amount of the Outstanding Securities, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if (1) the Company has paid or deposited with the Trustee a sum sufficient to pay (A) all overdue interest on all Securities, (B) the principal of (and premium, if any, on) any Securities which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Securities, (C) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate borne by the Securities, and (D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (2) all Events of Default, other than the non-payment of the principal of Securities which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 513. Should the Holders of such Securities fail to annul such declaration and waive such default, the holders of a majority in liquidation amount of the Capital Securities shall have such right. No such rescission shall affect any subsequent default or impair any right consequent thereon.

SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

(1) default is made in the payment of any interest on any Security when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment of the principal of any Security at the Maturity thereof,

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal and interest, and, to the extent that payment thereof shall be legally enforceable, interest on any overdue principal and on any overdue interest, at the rate borne by the Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

If an Event of Default occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 504. Trustee may File Proofs of Claim.

In case of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other similar judicial proceeding relative to the Company (or any other obligor upon the Securities), its property or its creditors, the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise, to take any and all actions authorized under the Trust Indenture Act in order to have claims of the Holders and the Trustee allowed in any such proceeding. In particular, the Trustee shall be authorized to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 607. No provision of this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 505. Trustee may Enforce Claims Without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of any express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

SECTION 506. Application of Money Collected.

Subject to Article Eleven, any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or any premium or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid;

FIRST: To the payment of all amounts due the Trustee under Section 607; and

SECOND: To the payment of the amounts then due and unpaid for principal of and any premium and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal and any premium and interest, respectively.

SECTION 507. Limitation on Suits.

No Holder of any Security shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Holders of not less than 25% in principal amount of the Outstanding Securities shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities;

it being understood and intended that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Holders.

Nothing contained in this Section 507 or any other provision of this Indenture shall affect the rights of a holder of Capital Securities set forth in Section 508 of this Indenture and Section 7.5(c) of the Declaration.

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium and Interest; Capital Security Holders' Rights.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of and any premium and (subject to Section 307) interest on such Security on the Stated Maturity expressed in such Security (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

If an Event of Default constituting the failure to pay interest, any premium or principal on the Securities on the date such interest, premium or principal is otherwise payable has occurred and is continuing, then a holder of Capital Securities may directly institute a proceeding for enforcement of payment to such holder directly of the principal of and any premium or interest on the Securities having a principal amount equal to the aggregate liquidation amount of the Capital Securities held by such holder on or after the respective due date specified in the Securities.

SECTION 509. Restoration of Rights and Remedies.

If the Trustee, any holder of Capital Securities or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, to such holder of Capital Securities or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee, the holders of Capital Securities and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee, the holders of Capital Securities and the Holders shall continue as though no such proceeding had been instituted.

SECTION 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee, to the holders of Capital Securities or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. Delay or Omission not Waiver.

No delay or omission of the Trustee, of any holder of Capital Securities or of any Holder of any Security to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee, to the holders of Capital Securities or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee, by the holders of Capital Securities or by the Holders, as the case may be.

SECTION 512. Control by Holders.

The Holders of a majority in principal amount of the Outstanding Securities shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that

(1) such direction shall not be in conflict with any rule of law or with this Indenture (including without limitation the second paragraph of Section 508 hereof); and

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

SECTION 513. Waiver of Past Defaults.

Subject to Sections 902 and 1008 hereof, the Holders of not less than a majority in principal amount of the Outstanding Securities may on behalf of the Holders of all the Securities waive any past default hereunder and its consequences, except a default

(1) in the payment of the principal of or any premium or interest on any Security (unless such default has been cured and a sum sufficient to pay all matured installments of interest and principal and any premium due otherwise than by acceleration has been deposited with the Trustee); or

(2) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security affected;

provided, however, that such waiver or modification to such waiver shall not be effective until the holders of a majority in liquidation preference of Capital Securities shall have consented to such waiver or modification to such waiver; and provided further, that if the consent of the Holder of each of the Outstanding Securities is required, such waiver shall not be effective until each holder of the Capital Securities shall have consented to such waiver.

Upon any such waiver, such default shall cease to exist, effective as of the date specified in such waiver (and effective retroactively to the date of

default, if so specified) and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

SECTION 514. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, a court may require any party litigant in such suit to file an undertaking to pay the costs of such suit, and may assess costs against any such party litigant, in the manner and to the extent provided in the Trust Indenture Act; provided, that neither this Section nor the Trust Indenture Act shall be deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Company or the Trustee or in any suit for the enforcement of the right to receive the principal of and any premium and interest on any Security.

SECTION 515. Waiver of Stay or Extension Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE SIX

TRUSTEE

SECTION 601. Certain Duties and Responsibilities.

The duties and responsibilities of the Trustee shall be as provided by the Trust Indenture Act. Notwithstanding the foregoing, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 602. Notice of Defaults.

The Trustee shall give the Holders and the Property Trustee notice of any default hereunder as and to the extent provided by the Trust Indenture Act; provided, however, that except in the case of a default in the payment of the principal of and any premium or interest on any Security, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Holders; and provided, further, that in the case of any default of the character specified in Section 501(3), no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, (i) the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default and (ii), the Trustee shall not be deemed to have knowledge of a default unless the Trustee has actual knowledge of such default or has received written notice of such default in the manner contemplated by Section 105.

SECTION 603. Certain Rights of Trustee.

Subject to the provisions of Section 601:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(d) the Trustee may consult with counsel of its choice and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney; and

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 604. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities, and the Trustee shall not be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 605. Trustee and Other Agents may Hold Securities.

The Trustee, any Paying Agent, any Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Paying Agent, Security Registrar or such other agent. Money held by the Trustee in trust hereunder shall not be invested by the Trustee pending distribution thereof to the Holders.

SECTION 606. Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Company.

SECTION 607. Compensation; Reimbursement; and Indemnity.

The Company, in its capacity as the borrower, agrees

(1) to pay to the Trustee from time to time such reasonable compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(3) to indemnify each of the Trustee and any predecessor Trustee for, and to hold it harmless against, any and all loss, damage, claim, liability or expense, including taxes (other than taxes based on the income, revenues or gross receipts of the Trustee) incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust or the trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The obligations of the Company under this Section to compensate the Trustee, to pay or reimburse the Trustee for expenses, disbursements and advances and to indemnify and hold harmless the Trustee shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture. As security for the performance of such obligations of the Company, the Trustee shall have a claim prior to the Securities upon all property and money held or collected by the Trustee as such, except funds held in trust for the payment of principal of (and premium, if any, on) or interest on particular Securities.

SECTION 608. Disqualification; Conflicting Interests.

If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture.

SECTION 609. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least \$50,000,000 and has its Corporate Trust Office in New York, New York. If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of a supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 610. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 611.

(b) The Trustee may resign at any time by giving written notice thereof to the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by Act of the Holders of a majority in principal amount of the Outstanding Securities, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with Section 608 after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 609 and shall fail to resign after written request therefor by the Company or by any such Holder, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company by a Board Resolution may remove the Trustee, or (ii) subject to Section 514, any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Company, by a Board Resolution, shall promptly appoint a successor Trustee. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Company. If no successor Trustee shall have been so appointed by the Company or the Holders and accepted appointment in the manner hereinafter provided, any Holder who has been a bona fide Holder of a Security for at least six months may, on

behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Company shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee to all Holders in the manner provided in Section 106. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

SECTION 611. Acceptance of Appointment by Successor.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; provided that, on request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 612. Merger, Conversion, Consolidation or Succession to Business.

Any Person into which the Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any Person succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

SECTION 613. Preferential Collection of Claims Against Company.

If and when the Trustee shall be or become a creditor of the Company (or any other obligor upon the Securities), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Company (or any such other obligor).

ARTICLE SEVEN

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 701. Company to Furnish Trustee Names and Addresses of Holders.

The Company will furnish or cause to be furnished to the Trustee (a) semiannually, not later than _____ and _____ in each year, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders to the extent the Company has knowledge thereof as of a date not more than 15 days prior to the delivery thereof, and (b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished, excluding from any such list names and addresses received by the Trustee in its capacity as Security Registrar, provided that the Company shall not be obligated to provide such list at any time such list does not differ from the most recent list furnished or caused to be furnished to the Trustee by the Company.

SECTION 702. Preservation of Information; Communications to Holders.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 701, and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 701 upon receipt of a new list so furnished.

(b) The rights of Holders to communicate with other Holders with respect to their rights under this Indenture or under the Securities, and the corresponding rights and duties of the Trustee, shall be provided by the Trust Indenture Act.

(c) Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them shall be held accountable by reason of any disclosure of information as to names and addresses of Holders made pursuant to the Trust Indenture Act.

SECTION 703. Reports by Trustee.

(a) The Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto.

(b) A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with any stock exchange upon which the Securities are listed, with the Commission and with the Company. The Company will notify the Trustee when the Securities are listed on any stock exchange.

SECTION 704. Reports by Company.

The Company shall file with the Trustee and the Commission, and transmit to Holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant to such Act; provided that any such information, documents or reports required to be filed with the Commission pursuant to Sections 13(a) or 15(d) of the Exchange Act shall be filed with the Trustee within 15 days after the same is so required to be filed with the Commission.

ARTICLE EIGHT

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

SECTION 801. Company May Consolidate, Etc., Only on Certain Terms.

The Company shall not consolidate with or merge into any other Person or convey, transfer or lease its properties and assets substantially as an entirety to any Person, unless:

(1) the Person formed by such consolidation or into which the Company is merged or the Person that acquires by conveyance or transfer, or which leases, the properties and assets of the Company substantially as an entirety shall be a corporation, partnership or trust, shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest (including any additional interest) on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time, or both, would become an Event of Default, shall have happened and be continuing;

(3) for so long as Capital Securities are outstanding, such consolidation, merger, conveyance, transfer or lease is permitted under the Declaration and the Guarantee and does not give rise to any breach or violation of the Declaration or the Guarantee;

(4) any such lease shall provide that it will remain in effect so long as any Securities are Outstanding; and

(5) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance, transfer or lease and any such supplemental indenture complies with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with; and the Trustee, subject to Section 601, may rely upon such Officers' Certificate and Opinion of Counsel as conclusive evidence that such transaction complies with this Section 801.

SECTION 802. Successor Person Substituted.

Upon any consolidation or merger by the Company with or into any other Person, or any conveyance, transfer or lease by the Company of its properties and assets substantially as an entirety to any Person in accordance with Section 801, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; and in the event of any such conveyance, transfer or lease the Company shall be discharged from all obligations and covenants under this Indenture and the Securities and may be dissolved and liquidated.

Such successor Person may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor Person instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication pursuant to such provisions and any Securities which such successor Person thereafter shall cause to be signed and delivered to the Trustee on its behalf for the purpose pursuant to such provisions. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

ARTICLE NINE

SUPPLEMENTAL INDENTURES

SECTION 901. Supplemental Indentures Without Consent of Holders.

Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company herein and in the Securities; or

(2) to add to the covenants of the Company for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company; or

(3) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with the provisions of this Indenture, provided that such action pursuant to this clause (3) shall not materially adversely affect the interests of the Holders or, so long as any of the Capital Securities shall remain outstanding, the holders of the Capital Securities; or

(4) to comply with the requirements of the Commission in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act.

SECTION 902. Supplemental Indentures With Consent of Holders.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby,

(1) except to the extent permitted and subject to the conditions set forth in Section 301 with respect to the extension of the Stated Maturity of the Securities, change the Stated Maturity of, the principal of, or any installment of interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon, or change the place of payment where, or the coin or currency in which, any Security or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the

Redemption Date), or modify the provisions of this Indenture with respect to the subordination of the Securities in a manner adverse to the Holders,

(2) reduce the percentage in principal amount of the Outstanding Securities, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or

(3) modify any of the provisions of this Section, Section 513 or Section 1008, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby;

provided, that, so long as any of the Capital Securities remains outstanding, no such amendment shall be made that adversely affects the holders of the Capital Securities in any material respect, and no termination of this Indenture shall occur, and no waiver of any Event of Default or compliance with any covenant under this Indenture shall be effective, without the prior consent of the holders of at least a majority of the aggregate liquidation preference of the outstanding Capital Securities unless and until the principal of and any premium on the Securities and all accrued and unpaid interest thereon have been paid in full.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

SECTION 903. Execution of Supplemental Indentures.

In executing, or accepting the additional trust created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized and permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 904. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 905. Conformity With Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act.

SECTION 906. Reference in Securities to Supplemental Indentures.

Securities authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities.

ARTICLE TEN

COVENANTS; REPRESENTATIONS AND WARRANTIES

SECTION 1001. Payment of Principal, Premium and Interest.

The Company will duly and punctually pay the principal of (and premium, if any, on) and interest on the Securities in accordance with the terms of the Securities and this Indenture.

SECTION 1002. Maintenance of Office or Agency.

The Company will maintain in The City of New York an office or agency where Securities may be presented or surrendered for registration of transfer or exchange, where Securities may be surrendered for conversion and where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more other offices or agencies (in the United States) where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in The City of New York for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 1003. Money for Security Payments to be Held in Trust.

If the Company shall at any time act as its own Paying Agent, it will, on or before each due date of the principal of or any premium or interest on any of the Securities, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal and any premium and interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act. In such case the Company shall not invest the amount so segregated and held in trust pending the distribution thereof.

Whenever the Company shall have one or more Paying Agents, it will, on or prior to each due date of the principal of or any premium or interest on any Securities, deposit with a Paying Agent a sum sufficient to pay such amount, such sum to be held as provided by the Trust Indenture Act, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act; provided, however, that any such deposit on a due date shall be initiated prior to 1:00 p.m. (New York time) in same-day funds.

The Company will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will (i) comply with the provisions of the Trust Indenture Act applicable to it as a Paying Agent and (ii) during the continuance of any default by the Company (or any other obligor upon the Securities) in the making of any payment in respect of the Securities, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust by such Paying Agent as such.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of or any premium or interest on any security and remaining unclaimed for two years after such principal of, premium or interest has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

SECTION 1004. Statements by Officers as to Default.

The Company will deliver to the Trustee, within 120 days after the end of each fiscal year of the Company ending after the date hereof, an Officers' Certificate, stating whether or not to the best knowledge of the signers thereof the Company is in default in the performance and observance of any of the material terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

SECTION 1005. Existence.

Subject to Article Eight, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; provided, however, that the Company shall not be required to preserve any such right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not disadvantageous in any material respect to the Holders and, while any Capital Securities are outstanding, the holders of the Capital Securities.

SECTION 1006. Maintenance of Properties.

The Company will cause all properties used or useful in the conduct of its business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section shall prevent the Company from discontinuing the operation or maintenance of any such properties if such discontinuance is, in the judgment of the Company, desirable in the conduct of its business or the business of any Subsidiary and not disadvantageous in any material respect to the Holders, and while any Capital Securities are outstanding, the holders of Capital Securities.

SECTION 1007. Payment of Taxes and Other Claims.

The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges levied or imposed upon the Company or any Subsidiary or upon the income, profits or property of the Company or any Subsidiary, and (2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon the property of the Company or any Subsidiary that comprises more than 10% of the assets of the Company and its Subsidiaries taken as a whole; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

SECTION 1008. Waiver of Certain Covenants.

The Company may omit in any particular instance to comply with any term, provision or condition set forth in Sections 1005 to 1007, inclusive, Sections 1010 to 1016, inclusive and any covenant provided pursuant to Section 901(2) for the benefit of the Holders if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities and at least a majority in aggregated liquidation preference of Capital Securities shall, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

SECTION 1009. Payment of the Trust's Costs and Expenses.

Because the Trust is being formed solely to facilitate an investment in the Securities, the Company, in its capacity as the borrower, hereby covenants to pay all debts and obligations (other than with respect to the Capital Securities and the Common Securities) and all costs and expenses of the Trust (including, but not limited to, all costs and expenses relating to the organization of the Trust, the fees and expenses of the Trustees and all costs and expenses relating to the operation of the Trust) and to pay any and all taxes, duties, assessments or governmental charges of whatever nature (other than withholding taxes) imposed on the Trust by the United States, or any other taxing authority, so that the net amounts received and retained by the Trust and the Property Trustee after paying such expenses will be equal to the amounts the Trust and the Property Trustee would have received had no such costs or expenses been incurred by or imposed on the Trust. The foregoing obligations of the Company are for the benefit of, and shall be enforceable by, any person to whom any such debts, obligations, costs, expenses and taxes are owed (each, a "Creditor") whether or not such Creditor has received notice thereof. Any such Creditor may enforce such obligations of the Company directly against the Company, and the Company irrevocably waives any right or remedy to require that any such Creditor take any action against the Trust or any other person before proceeding against the Company. The Company shall execute such additional agreements as may be necessary or desirable to give full effect to the foregoing.

SECTION 1010. Limitations on Indebtedness.

(a) The Company will not create, incur, assume, guarantee or otherwise become responsible for the payment of any Funded Indebtedness (including any Funded Indebtedness assumed in connection with the acquisition of assets from another Person) unless at the time of, and after giving effect to, such event the principal amount of total Funded Indebtedness of the Company (which includes the Securities) would not exceed 150% of the Company's Consolidated Tangible Net Worth.

(b) The Bank will not, and will not permit any of its Subsidiaries to, create or incur any Indebtedness or issue any Preferred Stock that in either

case would qualify as regulatory capital for the Bank under 12 C.F.R. Part 567 or any successor regulation, except to the extent that after giving effect to the creation or incurrence of such Indebtedness or the issuance of such Preferred Stock the total of the Bank's Indebtedness and Preferred Stock that qualifies as capital under 12 C.F.R. Part 567 does not exceed 65% of the Bank's tangible common equity.

SECTION 1011. Restrictions on Issuance and Sale or Disposition of Capital Stock of the Bank.

The Company will not sell, transfer or otherwise dispose of shares of Capital Stock of the Bank or permit the Bank to issue, sell or otherwise dispose of shares of its Capital Stock (other than shares of Preferred Stock which do not constitute Voting Stock as permitted in the last paragraph of Section 1010, and except that the Company may sell the shares of the Bank's Series A Non-Cumulative Preferred Stock that it owns as of _____, 1997) unless in either case the Bank remains a Wholly-Owned Subsidiary of the Company. In addition, the Company shall not permit the Bank to merge or consolidate with any Person (other than the Company or another Wholly-Owned Subsidiary of the Company) unless the surviving entity is the Company or a Wholly-Owned Subsidiary of the Company, or permit the Bank to convey or transfer its properties and assets substantially as an entirety to any Person except to the Company or any Wholly-Owned Subsidiary of the Company.

SECTION 1012. Limitation on Restricted Payments.

The Company will not, and will not permit any Subsidiary of the Company to, (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay or repurchase or redeem any debt securities of the Company that rank pari passu with or junior in interest to the Securities or make any guarantee payments with respect to any guarantee by the Company of the debt securities of any Subsidiary of the Company if such guarantee ranks pari passu with or junior in interest to the Securities (other than (a) dividends or distributions in common stock of the Company, (b) payments under the Guarantee, (c) any declaration of a dividend in connection with the implementation of a stockholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock (in each case occurring in the absence of a payment or distribution of assets to shareholders), (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans) if at such time (x) there shall have occurred any event of which the Company has actual knowledge that (I) with the giving of notice or the lapse of time, or both, would constitute an Event of Default and (II) in respect of which the Company shall

not have taken reasonable steps to cure, (y) the Company shall be in default with respect to its payment of any obligations under the Guarantee or (z) the Company shall have given notice of its election of an Extension Period as provided in this Indenture and shall not have rescinded such notice, or such Extension Period, or any extension thereof, shall be continuing.

SECTION 1013. Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries.

The Company will not, and will not permit any of its Subsidiaries to, create, assume or otherwise cause or suffer to exist or to become effective any consensual encumbrance or restriction on the ability of any such Subsidiary to:

(a) pay any dividends or make any other distribution on its Capital Stock or any other interest or participation in, or measured by, its profits;

(b) make payments in respect of any Indebtedness owed to the Company or any other Subsidiary;

(c) make loans or advances to the Company or any Subsidiary or to guarantee Indebtedness of the Company or any Subsidiary; or

(d) sell, lease or transfer any of its properties or assets to the Company or any of its Subsidiaries;

other than, in the case of (a), (b), (c) and (d),

(1) restrictions imposed by applicable law;

(2) restrictions existing under agreements in effect on the date of this Indenture;

(3) consensual encumbrances or restrictions binding upon any Person at the time such Person becomes a Subsidiary of the Company so long as such encumbrances or restrictions are not created, incurred or assumed in contemplation of such Person becoming a Subsidiary;

(4) restrictions with respect to a Subsidiary imposed pursuant to an agreement which has been entered into for the sale or disposition of all or substantially all the assets (which term may include the Capital Stock) of such Subsidiary and other contracts for the sale of assets;

(5) restrictions on the transfer of assets which are subject to Liens;

(6) restrictions existing under agreements evidencing Indebtedness of any Subsidiary that is formed for the sole purpose of originating, acquiring, holding or managing a portfolio of assets, if such

Indebtedness (i) is made without recourse to, and with no cross-collateralization against the assets of, the Company or any other Subsidiary, and (ii) upon complete or partial liquidation of which the Indebtedness must be correspondingly repaid in whole or in part, as the case may be;

(7) restrictions existing under agreements evidencing Indebtedness which is incurred after the date of this Indenture as permitted by Section 1010, provided that the terms and conditions of any such restrictions are no more restrictive than those contained in the indenture pursuant to which the Bank's 12% Subordinated Securities due 2005 (whether or not such issue remains outstanding) were issued; and

(8) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (d) above;

(9) secured Indebtedness otherwise permitted to be incurred pursuant to Section 1010 that limits the right of the debtor to dispose of the assets securing such Indebtedness;

(10) customary provisions contained in leases entered into in the ordinary course of business; and

(11) restrictions existing under any agreement which refinances or replaces any of the agreements containing the restrictions in clauses (2), (3) and (7); provided that the terms and conditions of any such restrictions are not less favorable to the Holders than those under the agreement evidencing or relating to the Indebtedness refinanced.

SECTION 1014. Limitation on Transactions with Affiliates.

The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including without limitation, the sale, purchase, exchange or lease of assets, property or services) with any Affiliate of the Company (except that the Company and any of its Subsidiaries may enter into any transaction or series of related transactions with any Subsidiary of the Company without limitation under this covenant) unless: (i) such transaction or series of related transactions is on terms that are no less favorable to the Company or such Subsidiary, as the case may be, than would be available in a comparable transaction in an arm's length dealing with a Person that is not such an Affiliate or, in the absence of such a comparable transaction, on terms that the Board of Directors determines in good faith would be offered to a Person that is not an Affiliate; (ii) with respect to any transaction or series of related transactions involving aggregate payments in excess of \$1 million, the Company delivers an Officers' Certificate to the Trustee certifying that such transaction or series of transactions complies with clause (i) above and has been approved by a majority of the Disinterested Directors of the Board of Directors of the Company; and (iii) with respect to any transaction or series of related transactions involving aggregate payments in excess of \$5 million, or in the event that no members of the Board of Directors are Disinterested Directors with respect to any transaction or series of transactions included in clause (ii), (x) in the case of a transaction involving real property, the aggregate

rental or sale price of such real property shall be the Fair Market Value of such real property as determined in a written opinion by a nationally-recognized expert with experience in appraising the terms and conditions of the type of transaction or series of transactions for which approval is required and (y) in all other cases, the Company delivers to the Trustee a written opinion of a nationally-recognized expert with experience in appraising the terms and conditions of the type of transaction or series of transactions for which approval is required to the effect that the transaction or series of transactions are fair to the Company or such Subsidiary from a financial point of view. The limitations set forth in this paragraph will not apply to (i) transactions entered into pursuant to any agreement already in effect on the date of this Indenture and any renewals or extensions thereof not involving modifications adverse to the Company or any Subsidiary, (ii) normal banking relationships with an Affiliate on an arms' length basis, (iii) any employment agreement, stock option, employee benefit, indemnification, compensation, business expense reimbursement or other employment-related agreement, arrangement or plan entered into by the Company or any of its Subsidiaries either (A) in the ordinary course of business and consistent with the past practice of the Company or such Subsidiary or (B) which agreement, arrangement or plan was adopted by the Board of Directors of the Company or such Subsidiary (including a majority of the Disinterested Directors), as the case may be, (iv) residential mortgage, credit card and other consumer loans to an Affiliate who is an officer, director or employee of the Company or any of its Subsidiaries and which comply with the applicable provisions of 12 U.S.C. Section 1468(b) and any rules and regulations of the OTS thereunder; (v) any payment made in accordance with Section 1012, or (vi) any transaction or series of transactions in which the total amount involved does not exceed \$250,000.

SECTION 1015. Limitation on Senior Subordinated Indebtedness.

The Company will not, directly or indirectly, incur any Indebtedness that is subordinate in right of payment to any Indebtedness of the Company unless such Indebtedness is either (a) pari passu in right of payment with the Securities or (b) subordinate in right of payment to the Securities.

SECTION 1016. Offer to Purchase upon a Change of Control.

If a Change of Control Event shall occur at any time, then each holder of Capital Securities will have the right to require the Trust to distribute to such holder such holder's pro rata share of the Securities held by the Trust in exchange for such holder's Capital Securities. Such holder of Capital Securities will then have a right to require the Company to repurchase such Securities or any securities distributed as a result of the liquidation of the Trust at a purchase price in cash equal to 101% of the principal amount of such Securities, plus accrued and unpaid interest, if any, to the date of repurchase.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Securities and the Capital Securities upon the occurrence of a Change of Control Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Company will

comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 1017. Effectiveness of Covenants.

The covenants described under Sections 1010, 1011, 1012, 1013, 1014, 1015 and 1016 will no longer be in effect upon the Company reaching Investment Grade Status.

ARTICLE ELEVEN

SUBORDINATION OF SECURITIES

SECTION 1101. Securities Subordinate to Senior Indebtedness.

The Company covenants and agrees, and each Holder of a Security, by his acceptance thereof, likewise covenants and agrees, that, to the extent and in the manner hereinafter set forth in this Article, the payment of the principal of, premium, if any, and interest on each and all of the Securities are hereby expressly made subordinate and subject in right of payment to the prior payment in full in cash of all Senior Indebtedness, whether outstanding at the date of this Indenture or thereafter incurred.

This Article Eleven shall constitute a continuing offer to all Persons who become holders of, or continue to hold, Senior Indebtedness, and such provisions are made for the benefit of the holders of Senior Indebtedness and such holders are made beneficiaries hereunder and any one or more of them may enforce such provisions. Holders of Senior Indebtedness need not prove reliance on the subordination provisions hereof.

SECTION 1102. Default on Senior Indebtedness.

In the event and during the continuation of any default in the payment of principal, premium, interest or any other payment due on any Senior Indebtedness, or in the event that any event of default with respect to any Senior Indebtedness shall have occurred and be continuing and shall have resulted in such Senior Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable (unless and until such event of default shall have been cured or waived or shall have ceased to exist and such acceleration shall have been rescinded or annulled) or in the event any judicial proceeding shall be pending with respect to any such default in payment or such event of default, then no payment shall be made by the Company with respect to the principal (including redemption payments) of (or premium, if any), or interest on, the Securities.

In the event that, notwithstanding the foregoing, any payment shall be received by the Trustee or any Holder when such payment is prohibited by the preceding paragraph of this Section 1102, such payment shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of Senior Indebtedness or their respective representatives, or to the trustee or

trustees under any indenture pursuant to which any of such Senior Indebtedness may have been issued, as their respective interests may appear, but only to the extent that the holders of the Senior Indebtedness (or their representative or representatives or a trustee) notify the Trustee within 90 days of such payment of the amounts then due and owing on the Senior Indebtedness and only the amounts specified in such notice to the Trustee shall be paid to the holders of Senior Indebtedness.

SECTION 1103. Prior Payment of Senior Indebtedness Upon Acceleration of Securities.

In the event that the Securities are declared due and payable before their Stated Maturity, then and in such event the holders of the Senior Indebtedness outstanding at the time such Securities so become due and payable shall be entitled to receive payment in full of all amounts then due on or in respect of such Senior Indebtedness (including any amounts due upon acceleration), or provision shall be made for such payment in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Indebtedness, before the Holders are entitled to receive any payment or distribution of any kind or character, whether in cash, properties or securities, by the Company on account of the principal of or any premium or interest on the Securities or on account of the purchase or other acquisition of Securities by the Company or any Subsidiary; provided, however, that holders of Senior Indebtedness shall not be entitled to receive payment of any such amounts to the extent that such holders would be required by the subordination provisions of such Senior Indebtedness to pay such amounts over to the obligees on trade accounts payable or other liabilities arising in the ordinary course of the Company's business.

In the event that, notwithstanding the foregoing, any payment shall be received by the Trustee or any Holder when such payment is prohibited by the preceding paragraph of this Section 1103, such payment shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of Senior Indebtedness or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any of such Senior Indebtedness may have been issued, as their respective interests may appear, but only to the extent that the holders of the Senior Indebtedness (or their representative or representatives or a trustee) notify the Trustee within 90 days of such payment of the amounts then due and owing on the Senior Indebtedness and only the amounts specified in such notice to the Trustee shall be paid to the holders of Senior Indebtedness.

SECTION 1104. Liquidation; Dissolution; Bankruptcy.

Upon any payment by the Company, or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding-up or liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all principal of, and premium, if any, and interest due or to become due upon all Senior Indebtedness (including interest after the commencement of any bankruptcy, insolvency, receivership or other proceedings at the rate specified in the applicable Senior Indebtedness, whether or not such interest is an allowable claim in any such proceeding) shall first be paid in full, or payment thereof provided for in money in accordance with its terms, before any payment is made on account of the principal, premium, if any,

or interest on the Securities; and upon any such dissolution or winding-up or liquidation or reorganization any payment by the Company, or distribution of substantially all of the assets of the Company of any kind or character, whether in cash, property or securities, to which the Holders or the Trustee would be entitled, except for the provisions of this Article Eleven, shall be paid by the Company or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other Person making such payment or distribution, or by the Holders or by the Trustee under this Indenture if received by them or it, directly to the holders of Senior Indebtedness (pro rata to such holders on the basis of the respective amounts of Senior Indebtedness held by such holders, as calculated by the Company) or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any Senior Indebtedness may have been issued, as their respective interests may appear, to the extent necessary to pay all Senior Indebtedness in full (including interest after the commencement of any bankruptcy, insolvency, receivership or other proceedings at the rate specified in the applicable Senior Indebtedness, whether or not such interest is an allowable claim in any such proceeding) or to provide for such payment in money in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of Senior Indebtedness, before any payment or distribution is made to the Holders or to the Trustee; provided, however, that such holders of Senior Indebtedness shall not be entitled to receive payment of any such amounts to the extent that such holders would be required by the subordination provisions of such Senior Indebtedness to pay such amounts over to the obligees on trade accounts payable or other liabilities arising in the ordinary course of the Company's business.

In the event that, notwithstanding the foregoing, any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, prohibited by the foregoing, shall be received by the Trustee or the Holders before all Senior Indebtedness is paid in full (including interest after commencement of any bankruptcy, insolvency, receivership or other proceedings at the rate specified in the applicable Senior Indebtedness, whether or not such interest is an allowable claim in any such proceeding), or provision is made for such payment in money in accordance with its terms, such payment or distribution shall be held in trust for the benefit of and shall be paid over or delivered to the holders of Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any Senior Indebtedness may have been issued, as their respective interests may appear, as calculated by the Company, for application to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all Senior Indebtedness in full in money in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of such Senior Indebtedness.

Any holder of Senior Indebtedness may file any proof of claim or similar instrument on behalf of the Trustee and the Holders if such instrument has not been filed by the date which is 30 days prior to the date specified for filing thereof.

For purposes of this Article Eleven, the words "cash, property or securities" shall not be deemed to include shares of stock of the Company as reorganized or readjusted, or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which

is subordinated at least to the extent provided in this Article Eleven with respect to the Securities to the payment of all Senior Indebtedness that may at the time be outstanding, provided, however, that (i) the Senior Indebtedness is assumed by the new corporation, if any, resulting from any such reorganization or readjustment, and (ii) the rights of the holders of the Senior Indebtedness are not, without the consent of such holders, altered by such reorganization or readjustment. The consolidation of the Company with, or merger of the Company into, another corporation or the liquidation or dissolution of the Company following the conveyance or transfer of its property as an entirety, or substantially as an entirety, to another corporation upon the terms and conditions provided for in Article Eight hereof shall not be deemed a dissolution, winding-up, liquidation or reorganization for the purposes of this Section 1104 if such other corporation shall, as a part of such consolidation, merger, conveyance or transfer, comply with the conditions stated in Article Eight hereof. Nothing in Section 1103 or in this Section 1104 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 607.

SECTION 1105. Subrogation.

Subject to the payment of all Senior Indebtedness to the extent provided in Sections 1103 and 1104 of this Indenture, the rights of the Holders of the Securities shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of cash, property or securities of the Company applicable to the Senior Indebtedness until the principal of (and premium, if any) and interest on the Securities shall be paid in full; and, for the purposes of such subrogation, no payments or distributions to the holders of the Senior Indebtedness of any cash, property or securities to which the Holders of the Securities or the Trustee would be entitled except for the provisions of this Article Eleven, to or for the benefit of the holders of Senior Indebtedness by Holders of the Securities or the Trustee, shall, as between the Company, its creditors other than holders of Senior Indebtedness, and the Holders of the Securities, be deemed to be a payment by the Company to or on account of the Senior Indebtedness. It is understood that the provisions of this Article Eleven are and are intended solely for the purposes of defining the relative rights of the Holders of the Securities, on the one hand, and the holders of the Senior Indebtedness on the other hand.

Nothing contained in this Article Eleven or elsewhere in this Indenture or in the Securities is intended to or shall impair, as between the Company, its creditors other than the holders of Senior Indebtedness, and the Holders of the Securities, the obligation of the Company, which is absolute and unconditional, to pay to the Holders, the principal of (and premium, if any) and interest on the Securities as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Holders and creditors of the Company other than the holders of the Senior Indebtedness, nor shall anything herein or therein prevent the Trustee or any Holder from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article Eleven of the holders of Senior Indebtedness in respect of cash, property or securities of the Company received upon the exercise of any such remedy.

Upon any payment or distribution of assets of the Company referred to in this Article Eleven, the Trustee, subject to the provisions of Section 601, and the Holders, shall be entitled to rely upon any order or decree made by any court of competent jurisdiction in which such dissolution, winding-up, liquidation or reorganization proceedings are pending, or a certificate of the receiver, trustee in bankruptcy, liquidation trustee, agent or other Person making such payment or distribution, delivered to the Trustee or to the Holders, for the purposes of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article Eleven.

SECTION 1106. Trustee to Effect Subordination.

Each Holder of a Security by acceptance thereof authorizes and directs the Trustee on such Holder's behalf to take such action as may be necessary or appropriate to effect the subordination provided in this Article Eleven and appoints the Trustee such Holder's attorney-in-fact for any and all such purposes.

SECTION 1107. Notice by the Company.

The Company shall give prompt written notice to a Responsible Officer of the Trustee of any fact known to the Company that would prohibit the making of any payment of monies to or by the Trustee in respect of the Securities pursuant to the provisions of this Article Eleven. Notwithstanding the provisions of this Article Eleven or any other provision of this Indenture, the Trustee shall not be charged with knowledge of the existence of any facts that would prohibit the making of any payment of monies to or by the Trustee in respect of the Securities pursuant to the provisions of this Article Eleven, unless and until a Responsible Officer of the Trustee shall have received written notice thereof at the Corporate Trust Office of the Trustee from the Company or a holder or holders of Senior Indebtedness or from any trustee therefor; and before the receipt of any such written notice, the Trustee, subject to the provisions of Section 601, shall be entitled in all respects to assume that no such facts exist; provided, however, that if the Trustee shall not have received the notice provided for in this Section 1107 at least two Business Days prior to the date upon which by the terms hereof any money may become payable for any purpose (including, without limitation, the payment of the principal of (or premium, if any) or interest on any Security), then, anything herein contained to the contrary notwithstanding, the Trustee shall have full power and authority to receive such money and to apply the same to the purposes for which they were received, and shall not be affected by any notice to the contrary that may be received by it within two Business Days prior to such date.

The Trustee, subject to the provisions of Section 601, shall be entitled to rely on the delivery to it of a written notice by a Person representing himself to be a holder of Senior Indebtedness (or a trustee on behalf of such holder) to establish that such notice has been given by a holder of Senior Indebtedness or a trustee on behalf of any such holder or holders. In the event that the Trustee determines in good faith that further evidence is required with respect to the right of any Person as a holder of Senior

Indebtedness to participate in any payment or distribution pursuant to this Article Eleven, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and any other facts pertinent to the rights of such Person under this Article Eleven, and if such evidence is not furnished the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment.

SECTION 1108. Rights of the Trustee; Holders of Senior Indebtedness.

The Trustee in its individual capacity shall be entitled to all the rights set forth in this Article Eleven in respect of any Senior Indebtedness at any time held by it, to the same extent as any other holder of Senior Indebtedness, and nothing in this Indenture shall deprive the Trustee of any of its rights as such holder.

With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform or to observe only such of its covenants and obligations as are specifically set forth in this Article Eleven, and no implied covenants or obligations with respect to the holders of Senior Indebtedness shall be read into this Indenture against the Trustee. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and, subject to the provisions of Section 601, the Trustee shall not be liable to any holder of Senior Indebtedness if it shall pay over or deliver to holders of Securities, the Company or any other Person money or assets to which any holder of Senior Indebtedness shall be entitled by virtue of this Article Eleven or otherwise.

SECTION 1109. Subordination may not be Impaired.

No right of any present or future holder of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Company with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof that any such holder may have or otherwise be charged with.

Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Indebtedness may, at any time and from time to time, without the consent of or notice to the Trustee or the Holders, without incurring responsibility to the Holders and without impairing or releasing the subordination provided in this Article or the obligations hereunder of the Holders to the holders of Senior Indebtedness, do any one or more of the following: (i) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, Senior Indebtedness or otherwise amend or supplement in any manner Senior Indebtedness or any instrument evidencing the same or any agreement under which Senior Indebtedness is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing Senior Indebtedness; (iii) release any Person liable in any manner for the collection of Senior Indebtedness; and (iv) exercise or refrain from exercising any rights against the Company and any other Person.

Nothing in this Article Eleven shall apply to claims of or payments to the Trustee under or pursuant to Section 607.

ARTICLE TWELVE

REDEMPTION OF SECURITIES

SECTION 1201. Optional Redemption; Conditions to Optional Redemption.

At any time on or after _____, 2007, the Securities are redeemable at the option of the Company, subject to the last paragraph of this Section 1201 and to the receipt of any necessary prior regulatory approval, in whole or in part at any time at the redemption prices (expressed as percentage of principal amount) set forth below plus accrued and unpaid interest, if any, to the Redemption Date, if redeemed during the twelve-month period beginning on _____ of the years indicated below:

Year -----	Percentage -----
2007.....	%
2008.....	%
2009.....	%
2010.....	%
2011.....	%
2012.....	%
2013.....	%
2014.....	%
2015.....	%
2016.....	%

On or after _____, 2017, the Redemption Price will be 100%, plus accrued and unpaid interest, if any, to the Redemption Date.

If a Special Event shall occur and be continuing, the Company shall have the right, within 90 days of the occurrence of such Special Event, subject to the last paragraph of this Section 1201 and to the receipt of any necessary prior regulatory approval, to redeem, upon not less than 30 days nor more than 60 days notice, the Securities in whole, but not in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of Securities then Outstanding or (ii) as determined by a Quotation Agent, the sum of the present values of the principal amount and premium payable with respect to an optional redemption on such Securities on _____, 2007, together with scheduled payments of interest from the prepayment date to _____, 2007 (the "Remaining Life") discounted to the prepayment date on a semi-annual basis (assuming a 360-day year consisting of 30-day months) at the Adjusted Treasury Rate, plus, in each case, accrued interest thereon to the date of prepayment.

For so long as the Trust is the Holder of all Securities Outstanding, the proceeds of any redemption described in this Section 1201 shall be used by the Trust to redeem Capital Securities and Common Securities in accordance with their terms. The Company shall not redeem the Securities in part unless all accrued and unpaid interest has been paid in full on all Securities outstanding for all semi-annual interest periods terminating on or prior to the Redemption Date.

SECTION 1202. Applicability of Article.

Redemption of Securities at the election of the Company, as permitted by Section 1201, shall be made in accordance with such provision and this Article.

SECTION 1203. Election to Redeem; Notice to Trustee.

The election of the Company to redeem Securities pursuant to Section 1201 shall be evidenced by a Board Resolution. In case of any redemption at the election of the Company, the Company shall, at least 30 days and no more than 60 days prior to the Redemption Date fixed by the Company, notify the Trustee of such Redemption Date and of the principal amount of Securities to be redeemed and provide a copy of the notice of redemption given to Holders to be redeemed pursuant to Section 1205.

SECTION 1204. Selection by Trustee of Securities to be Redeemed.

If less than all the Securities are to be redeemed, the particular Securities to be redeemed shall be selected by lot, at the Trustee's discretion (or such other method of selection as the Trustee may customarily employ) not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities not previously called for redemption.

The Trustee shall promptly notify the Company in writing of the Securities selected for redemption as aforesaid and, in case of any Securities selected for partial redemption as aforesaid, the principal amount thereof to be redeemed.

The provisions of the two preceding paragraphs shall not apply with respect to any redemption affecting only a single Security, whether such Security is to be redeemed in whole or in part. In the case of any such redemption in part, the unredeemed portion of the principal amount of the Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed.

SECTION 1205. Notice of Redemption.

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the Redemption Date, to each Holder of Securities to be redeemed, at his address appearing in the Security Register.

All notices of redemption shall identify the Securities to be redeemed (including CUSIP number) and shall state:

- (1) the Redemption Date,
- (2) the Redemption Price,
- (3) that on the Redemption Date the Redemption Price will become due and payable upon each such Security to be redeemed and that interest thereon will cease to accrue on and after said date, and
- (4) the place or places where such Securities are to be surrendered for payment of the Redemption Price.

Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

SECTION 1206. Deposit of Redemption Price.

On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities which are to be redeemed on that date; provided, however, that any such deposit on a Redemption Date shall be initiated prior to 1:00 p.m. (New York time) in same-day funds.

SECTION 1207. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest to the Redemption Date; provided, however, that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by the Security.

SECTION 1208. Securities Redeemed in Part.

Any Security which is to be redeemed only in part shall be surrendered at a place of payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder therefor or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities, of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and delivered, all as of the day and year first above written.

OCWEN FINANCIAL CORPORATION

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK, as Trustee

By: _____
Name:
Title:

GUARANTEE AGREEMENT

OCWEN CAPITAL TRUST I

Dated as of August __, 1997

CROSS REFERENCE TABLE*

Section of Trust Indenture Act of 1939, as amended	Section of Guarantee Agreement
310(a).....	4.1(a)
310(b).....	4.1(c)
310(c).....	Inapplicable
311(a).....	2.2(b)
311(b).....	2.2(b)
311(c).....	Inapplicable
312(a).....	2.2(a)
312(b).....	2.2(b)
312(c).....	2.9
313(a).....	2.3
313(b).....	2.3
313(c).....	2.3
313(d).....	2.3
314(a).....	2.4
314(b).....	Inapplicable
314(c).....	2.5
314(d).....	Inapplicable
314(e).....	2.5
314(f).....	Inapplicable
315(a).....	3.1(d); 3.2(a)
315(b).....	2.7(a)
315(c).....	3.1(c)
315(d).....	3.1(d)
316(a).....	2.6; 5.4(a)
317(a).....	2.10; 5.4
318(a).....	2.1(b)

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 * This Cross-Reference Table does not constitute part of the Guarantee Agreement and shall not have any bearing upon the interpretation of any of its terms or provisions.

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GUARANTEE AGREEMENT

This GUARANTEE AGREEMENT (the "Guarantee"), dated as of August __, 1997, is executed and delivered by Ocwen Financial Corporation, a Florida corporation (the "Guarantor"), and The Chase Manhattan Bank, as trustee (the "Guarantee Trustee"), for the benefit of the Holders (as defined herein) of the Securities (as defined herein) of Ocwen Capital Trust I, a Delaware statutory business trust (the "Trust").

W I T N E S S E T H :

WHEREAS, pursuant to the Declaration (as defined herein), the Trust is issuing on the date hereof \$125,000,000 aggregate principal amount of capital securities, having an aggregate liquidation amount of \$1,000, designated the ____% Capital Securities (the "Capital Securities") and \$3,866,000 aggregate principal amount of common securities, having an aggregate liquidation amount of \$1,000, designated the ____% Common Securities (the "Common Securities"; together with the Capital Securities, the "Securities");

WHEREAS, as incentive for the Holders to purchase the Securities, the Guarantor desires irrevocably and unconditionally to agree, to the extent set forth in this Guarantee, to pay to the Holders of the Securities the Guarantee Payments (as defined herein) and to make certain other payments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the purchase by each Holder, which purchase the Guarantor hereby agrees shall benefit the Guarantor, the Guarantor executes and delivers this Guarantee for the benefit of the Holders.

ARTICLE 1

INTERPRETATION AND DEFINITIONS

SECTION 1.1 Interpretation and Definitions. In this Guarantee, unless the context otherwise requires:

(a) capitalized terms used in this Guarantee but not defined in the preamble above have the respective meanings assigned to them in this Section 1.1;

(b) a term defined anywhere in this Guarantee has the same meaning throughout;

(c) all references to "the Guarantee" or "this Guarantee" are to this Guarantee as modified, supplemented or amended from time to time;

(d) all references in this Guarantee to Articles and Sections are to Articles and Sections of this Guarantee, unless otherwise specified;

(e) a term defined in the Trust Indenture Act has the same meaning when used in this Guarantee, unless otherwise defined in this Guarantee or unless the context otherwise requires; and

(f) a reference to the singular includes the plural and vice versa.

"Affiliate" has the same meaning as given to that term in Rule 405 of the Securities Act of 1933, as amended, or any successor rule thereunder.

"Business Day" has the meaning given to such term in the Indenture.

"Corporate Trust Office" means the office of the Guarantee Trustee at which the corporate trust business of the Guarantee Trustee shall at any particular time be principally administered, which office at the date of execution of this Guarantee is located at 450 West 33rd Street, 15th Floor, New York, New York 10001-2697, Attention: Global Trust Services; telecopy no. (212) 946-8154.

"Covered Person" means any Holder or beneficial owner of the Securities.

"Debentures" means the series of subordinated deferrable interest debentures to be issued by the Guarantor, designated the ____% Junior Subordinated Debentures due 2027 and to be held by the Property Trustee (as defined in the Declaration) of the Trust.

"Declaration" means the Amended and Restated Declaration of Trust, dated as of August __, 1997, as amended, modified or supplemented from time to time, among the trustees of the Trust named therein, the Guarantor, as sponsor, and the Holders from time to time of undivided beneficial ownership interests in the assets of the Trust.

"Guarantee Event of Default" means a default by the Guarantor on any of its payment or other obligations under this Guarantee.

"Guarantee Trustee" means The Chase Manhattan Bank, until a successor Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Guarantee and thereafter means each such Successor Guarantee Trustee.

"Guarantee Payments" means the following payments or distributions, without duplication, with respect to the Securities, to the extent not paid or made by the Trust: (i) any accumulated and unpaid Distributions (as defined in the Declaration) that are required to be paid on such Securities to the extent the Trust shall have sufficient funds available therefor at the time, (ii) the redemption price, including all accrued and unpaid Distributions to the date of redemption, with respect to any Securities called for redemption by the Trust to the extent the Trust shall have sufficient funds available therefor at the time, and (iii) upon a voluntary or involuntary dissolution, winding-up or termination of the Trust (other than in connection

with the distribution of Debentures to the Holders in exchange for Securities as provided in the Declaration), the lesser of (a) the aggregate of the liquidation amount and all accrued and unpaid Distributions on the Securities to the date of payment, to the extent the Trust has funds on hand legally available therefor, and (b) the amount of assets of the Trust remaining available for distribution to Holders in liquidation of the Trust (in either case, the "Liquidation Distribution"). If a Trust Enforcement Event (as defined in the Declaration) has occurred and is continuing, the rights of Holders of the Common Securities to receive Guarantee Payments under this Guarantee are subordinated to the rights of Holders of the Capital Securities to receive payments hereunder.

"Holder" shall mean any holder of the Securities, as registered on the books and records of the Trust; provided, however, that, in determining whether the holders of the requisite percentage of Capital Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not include the Guarantor or any Affiliate of the Guarantor or any other obligor on the Capital Securities; and provided further, that in determining whether the holders of the requisite liquidation amount of Capital Securities have voted on any matter provided for in this Guarantee, then for the purpose of such determination only (and not for any other purpose hereunder), if the Capital Securities remain in the form of one or more Global Certificates (as defined in the Declaration), the term "Holders" shall mean the holder of the Global Certificate acting at the direction of the Capital Security Beneficial Owners (as defined in the Declaration).

"Indemnified Person" means the Guarantee Trustee, any Affiliate of the Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Guarantee Trustee.

"Indenture" means the Indenture dated as of August __, 1997, among the Guarantor and The Chase Manhattan Bank, as trustee (the "Debenture Trustee"), and any indenture supplemental thereto pursuant to which the Debentures are to be issued to the Property Trustee (as defined in the Declaration) of the Trust.

"Majority in Liquidation Amount of the Securities" means, except as provided in the terms of the Securities or by the Trust Indenture Act, Holder(s) of outstanding Securities, voting as a single class, who are the Holders of more than 50% of the aggregate liquidation amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities. In determining whether the Holders of the requisite amount of Securities have voted, Securities which are owned by the Guarantor or any Affiliate of the Guarantor or any other obligor on the Securities shall be disregarded for the purpose of any such determination.

"Officers' Certificate" means, with respect to any Person, a certificate signed by two Authorized Officers (as defined in the Declaration) of such Person. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Guarantee shall include:

(a) a statement that each officer signing the Officers' Certificate has read the covenant or condition and the definitions relating thereto;

(b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;

(c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Responsible Officer" means, with respect to the Guarantee Trustee, any officer within the Corporate Trust Office of the Guarantee Trustee, including any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer's knowledge of and familiarity with the particular subject.

"Successor Guarantee Trustee" means a successor Guarantee Trustee possessing the qualifications to act as Guarantee Trustee under Section 4.1.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended from time to time, or any successor legislation.

ARTICLE 2

TRUST INDENTURE ACT

SECTION 2.1 Trust Indenture Act; Application. (a) This Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Guarantee and shall, to the extent applicable, be governed by such provisions.

(b) If and to the extent that any provision of this Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders. (a) The Guarantor shall provide or shall cause the Trust to provide the Guarantee Trustee with a list, in such form as the Guarantee Trustee may reasonably require, of the names and addresses of the Holders of the Securities ("List of Holders"), (i) semi-annually, not later than _____ and _____ of each year and current as of such date, and (ii) at such other times as the Guarantee Trustee may request in writing, within 30 days of receipt by the Guarantor of a written request from the Guarantee Trustee for a List of Holders as of a date no more than 15 days before such List of Holders is given to the Guarantee Trustee, excluding from any such list names and addresses received by the Guarantee Trustee in its capacity as Security Registrar (as defined in the Indenture), provided that the Guarantor shall not be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Guarantee Trustee by the Guarantor. The Guarantee Trustee shall preserve, in as current a form as is reasonably practicable, all information contained in Lists of Holders given to it, provided that it may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by Guarantee Trustee. Within 60 days after May 15 of each year (commencing with the year of the first anniversary of the issuance of the Securities), the Guarantee Trustee shall provide to the Holders of the Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Guarantee Trustee. The Guarantor shall provide to the Guarantee Trustee such documents, reports and information, if any, as required by Section 314 of the Trust Indenture Act and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act, provided that such compliance certificate shall be delivered on or before 120 days after the end of each calendar year of the Guarantor.

SECTION 2.5 Evidence of Compliance with Conditions Precedent. The Guarantor shall provide to the Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Guarantee Event of Default; Waiver. The Holders of a Majority in Liquidation Amount of the Securities may, by vote, on behalf of the Holders of all of the Securities, waive any past Guarantee Event of Default and its consequences. Upon such waiver, any such Guarantee Event of Default shall cease to exist, and any Guarantee Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Guarantee, but no such waiver shall extend to any subsequent or other default or Guarantee Event of Default or impair any right consequent thereon.

SECTION 2.7 Guarantee Event of Default; Notice. (a) The Guarantee Trustee shall, within 90 days after the occurrence of a Guarantee Event of Default, transmit by mail, first class postage prepaid, to the Holders, notices of all Guarantee Events of Default actually known to a Responsible Officer of the Guarantee Trustee, unless such defaults have been cured before the giving of such notice; provided, that the Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders.

(b) The Guarantee Trustee shall not be deemed to have knowledge of any Guarantee Event of Default unless the Guarantee Trustee shall have received written notice thereof or a Responsible Officer of the Guarantee Trustee charged with the administration of the Declaration shall have obtained actual knowledge thereof.

SECTION 2.8 Conflicting Interests. The Declaration shall be deemed to be specifically described in this Guarantee for the purposes of clause (i) of the first provision contained in Section 310(b) of the Trust Indenture Act.

SECTION 2.9 Disclosure of Information. The disclosure of information as to the names and addresses of the Holders of the Securities in accordance with Section 312 of the Trust Indenture Act, regardless of the source from which such information was derived, shall not be deemed to be a violation of any existing law, or any law hereafter enacted which does not specifically refer to Section 312 of the Trust Indenture Act, nor shall the Guarantee Trustee be held accountable by reason of mailing any material pursuant to a request made under Section 312(b) of the Trust Indenture Act.

SECTION 2.10 Guarantee Trustee May File Proofs of Claim. Upon the occurrence of a Guarantee Event of Default, the Guarantee Trustee is hereby authorized to (a) recover judgment, in its own name and as trustee of an express trust, against the Guarantor for the whole amount of any Guarantee Payments remaining unpaid and (b) file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims and those of the Holders of the Securities allowed in any judicial proceedings relative to the Guarantor, its creditors or its property.

ARTICLE 3

POWERS, DUTIES AND RIGHTS OF GUARANTEE TRUSTEE

SECTION 3.1 Powers and Duties of Guarantee Trustee.

(a) This Guarantee shall be held by the Guarantee Trustee on behalf of the Trust for the benefit of the Holders, and the Guarantee Trustee shall not transfer this Guarantee to any Person except a Holders exercising his or her rights pursuant to Section 5.4(b) or to a Successor Guarantee Trustee on acceptance by such Successor Guarantee

Trustee of its appointment to act in such capacity. The right, title and interest of the Guarantee Trustee in and to this Guarantee shall automatically vest in any Successor Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Guarantee Trustee.

(b) If a Guarantee Event of Default actually known to a Responsible Officer of the Guarantee Trustee has occurred and is continuing, the Guarantee Trustee shall enforce this Guarantee for the benefit of the Holders.

(c) The Guarantee Trustee, before the occurrence of any Guarantee Event of Default and after the curing of all Guarantee Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Guarantee, and no implied covenants shall be read into this Guarantee against the Guarantee Trustee. In case a Guarantee Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Guarantee Trustee, the Guarantee Trustee shall exercise such of the rights and powers vested in it by this Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Guarantee shall be construed to relieve the Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Guarantee Event of Default and after the curing or waiving of all such Guarantee Events of Default that may have occurred:

(A) the duties and obligations of the Guarantee Trustee shall be determined solely by the express provisions of this Guarantee, and the Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Guarantee, and no implied covenants or obligations shall be read into this Guarantee against the Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Guarantee Trustee, the Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Guarantee Trustee and conforming to the requirements of this Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Guarantee Trustee, the Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Guarantee;

(ii) the Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Guarantee Trustee, unless it shall be proved that the Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a Majority in Liquidation Amount of the Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Guarantee Trustee, or exercising any trust or power conferred upon the Guarantee Trustee under this Guarantee; and

(iv) no provision of this Guarantee shall require the Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Guarantee or indemnity, reasonably satisfactory to the Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Guarantee Trustee. (a) Subject to the provisions of Section 3.1:

(i) The Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the Guarantor contemplated by this Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Guarantee, the Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the Guarantor.

(iv) The Guarantee Trustee shall have no duty to see to any recording, filing or registration or any instrument (or any rerecording, refiling or registration thereof).

(v) The Guarantee Trustee may consult with counsel, and the written advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the Guarantor or any of its Affiliates and may include any of its employees. The Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Guarantee from any court of competent jurisdiction.

(vi) The Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Guarantee Trustee such security and indemnity, reasonably satisfactory to the Guarantee Trustee, against the costs, expenses (including attorneys, fees and expenses and the expenses of the Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Guarantee Trustee; provided, that nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Guarantee Trustee, upon the occurrence of a Guarantee Event of Default, of its obligation to exercise the rights and powers vested in it by this Guarantee.

(vii) The Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Guarantee Trustee or its agents hereunder shall bind the Holders of the Securities, and the signature of the Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Guarantee, both of which shall be conclusively evidenced by the Guarantee Trustee's or its agent's taking such action.

(x) Whenever in the administration of this Guarantee the Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Guarantee

Trustee (i) may request instructions from the Holders of a Majority in Liquidation Amount of the Securities, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be protected in conclusively relying on or acting in accordance with such instructions.

(b) No provision of this Guarantee shall be deemed to impose any duty or obligation on the Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Guarantee.

The recitals contained in this Guarantee shall be taken as the statements of the Guarantor, and the Guarantee Trustee does not assume any responsibility for their correctness. The Guarantee Trustee makes no representations as to the validity or sufficiency of this Guarantee.

ARTICLE 4

GUARANTEE TRUSTEE

SECTION 4.1 Guarantee Trustee; Eligibility.

(a) There shall be at all times a Guarantee Trustee which shall:

(i) not be an Affiliate of the Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Guarantee Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Guarantee Trustee and Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Guarantee Trustee.

(a) Subject to Section 4.2(b), the Guarantee Trustee may be appointed or removed without cause at any time by the Guarantor.

(b) The Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Guarantee Trustee and delivered to the Guarantor.

(c) The Guarantee Trustee appointed to office shall hold such office until a Successor Guarantee Trustee shall have been appointed. The Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Guarantee Trustee and delivered to the Guarantor, which resignation shall not take effect until a Successor Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Guarantee Trustee and delivered to the Guarantor and the resigning Guarantee Trustee.

(d) If no Successor Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 60 days after delivery to the Guarantor of an instrument of resignation, the resigning Guarantee Trustee may petition any court of competent jurisdiction for appointment of a Successor Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Guarantee Trustee.

(e) No Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Guarantee Trustee.

(f) Upon termination of this Guarantee or removal or resignation of the Guarantee Trustee pursuant to this Section 4.2, the Guarantor shall pay to the Guarantee Trustee all amounts owing to the Guarantee Trustee for fees and reimbursement of expenses which have accrued to the date of such termination, removal or resignation.

ARTICLE 5

GUARANTEE

SECTION 5.1 Guarantee.

The Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Trust), as and when due, regardless of any defense, right of set-off or counterclaim that the Trust may have or assert. The Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the Guarantor to the Holders or by causing the Trust to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand.

The Guarantor hereby waives notice of acceptance of this Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Trust or any other Person before proceeding against the Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected.

The obligations, covenants, agreements and duties of the Guarantor under this Guarantee shall be absolute and unconditional and shall remain in full force and effect until the entire liquidation amount of all outstanding Securities shall have been paid and such obligation shall in no way be affected or impaired by reason of the happening from time to time of any event, including without limitation, the following, whether or not with notice to, or the consent of, the Guarantor:

(a) The release or waiver, by operation of law or otherwise, of the performance or observance by the Trust of any express or implied agreement, covenant, term or condition relating to the Securities to be performed or observed by the Trust;

(b) The extension of time for the payment by the Trust of all or any portion of the Distributions, Redemption Price (as defined in the Indenture), Liquidation Distribution or any other sums payable under the terms of the Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with the Securities (other than an extension of time for payment of Distributions, Redemption Price, Liquidation Distribution or other sum payable that results from the extension of any interest payment period on the Debentures or any change to the maturity date of the Debentures permitted by the Indenture);

(c) Any failure, omission, delay or lack of diligence on the part of the Property Trustee or the Holders to enforce, assert or exercise any right, privilege,

power or remedy conferred on the Property Trustee or the Holders pursuant to the terms of the Securities, or any action on the part of the Trust granting indulgence or extension of any kind;

(d) The voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Trust or any of the assets of the Trust;

(e) Any invalidity of, or defect or deficiency in, the Securities;

(f) The settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) Any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Guarantee Trustee or the Holders to give notice to, or obtain consent of the Guarantor or any other Person with respect to the happening of any of the foregoing.

No setoff, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature that the Guarantor has or may have against any Holder shall be available hereunder to the Guarantor against such Holder to reduce the payments to it under this Guarantee.

SECTION 5.4 Rights of Holders.

(a) The Holders of a Majority in Liquidation Amount of the Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Guarantee Trustee in respect of this Guarantee or exercising any trust or power conferred upon the Guarantee Trustee under this Guarantee.

(b) If the Guarantee Trustee fails to enforce this Guarantee, then any Holder may, subject to the subordination provisions of Section 6.2, institute a legal proceeding directly against the Guarantor to enforce the Guarantee Trustee's rights under this Guarantee without first instituting a legal proceeding against the Trust, the Guarantee Trustee or any other person or entity. Notwithstanding the foregoing, if the Guarantor has failed to make a Guarantee Payment, a Holder may, subject to the subordination provisions of Section 6.2, directly institute a proceeding against the Guarantor for enforcement of the Guarantee for such payment to the Holder of the principal of or interest on the Debentures on or after the respective due dates specified in the Debentures, and the amount of the payment will be based on the Holder's pro rata share of the amount due and owing on all of the Securities. The Guarantor hereby waives any right or remedy to require that any action on this Guarantee be

brought first against the Trust or any other person or entity before proceeding directly against the Guarantor.

SECTION 5.5 Guarantee of Payment.

This Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation.

The Guarantor shall be subrogated to all (if any) rights of the Holders against the Trust in respect of any amounts paid to such Holders by the Guarantor under this Guarantee; provided, however, that the Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Guarantee, if at the time of any such payment any amounts are due and unpaid under this Guarantee. If any amount shall be paid to the Guarantor in violation of the preceding sentence, the Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Guarantee Trustee for the benefit of the Holders.

SECTION 5.7 Independent Obligations.

The Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Trust with respect to the Securities, and that the Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Guarantee notwithstanding the occurrence of any event referred to in subsections 5.3(a) through 5.3(g), inclusive, hereof.

ARTICLE 6

LIMITATION OF TRANSACTIONS; SUBORDINATION

SECTION 6.1 Limitation of Transactions.

So long as any Securities remain outstanding, if there shall have occurred a Guarantee Event of Default or a Trust Enforcement Event, then the Guarantor shall not, and shall not permit any subsidiary of the Guarantor, to (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, the Guarantor's capital stock, (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities that rank pari passu with or junior to the Debentures or (iii) make any guarantee payments with respect to any guarantee by the Guarantor of the debt securities of any subsidiary of the Guarantor if such guarantee ranks pari passu with or junior to the Debentures (other than (a) dividends or distributions in common stock of the Guarantor, (b) payments under this Guarantee, (c) any declaration of a dividend in connection with the implementation of a stockholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights

pursuant thereto, (d) as a result of reclassification of the Company's capital stock into one or more other classes or series of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock (in each case occurring in the absence of a payment or distribution of assets to shareholders), (e) the purchase of fractional interests in the shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanges and (f) purchases of common stock related to the issuance of common stock or rights under any of the Company's benefit plans or any of the Company's dividend reinvestment plans).

SECTION 6.2 Ranking.

This Guarantee will constitute an unsecured obligation of the Guarantor and will rank subordinate and junior in right of payment to all other liabilities of the Guarantor, except those liabilities of the Guarantor made *pari passu* or subordinate by their terms.

If a Trust Enforcement Event has occurred and is continuing under the Declaration, the rights of the Holders of the Common Securities to receive Guarantee Payments hereunder shall be subordinated to the rights of the Holders of the Securities to receive payment of all amounts due and owing hereunder.

ARTICLE 7

TERMINATION

SECTION 7.1 Termination.

This Guarantee shall terminate upon (i) full payment of the Redemption Price of all Securities, (ii) upon the distribution of the Debentures to the Holders or (iii) upon full payment of the amounts payable in accordance with the Declaration upon liquidation of the Trust. Notwithstanding the foregoing, this Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder must restore payment of any sums paid under the Securities or under this Guarantee.

ARTICLE 8

INDEMNIFICATION

SECTION 8.1 Exculpation.

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Guarantee and in a manner that such Indemnified Person

reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Guarantor and upon such information, opinions, reports or statements presented to the Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders might properly be paid.

SECTION 8.2 Indemnification.

The Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Guarantee.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 Successors and Assigns.

All guarantees and agreements contained in this Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the Guarantor and shall inure to the benefit of the Holders of the Securities then outstanding. Except in connection with a consolidation, merger or sale involving the Guarantor that is permitted under Article Eight of the Indenture and pursuant to which the successor or assignee agrees in writing to perform the Guarantor's obligations hereunder, the Guarantor shall not assign its obligations hereunder.

SECTION 9.2 Amendments.

Except with respect to any changes that do not adversely affect the rights of the Holders (in which case no consent of the Holders will be required), this Guarantee may only be amended with the prior approval of the Holders of at least a Majority in Liquidation Amount of the Securities. The provisions of Section 11.2 of the Declaration with respect to

meetings of, and action by written consent of the Holders of the Securities apply to the giving of such approval.

SECTION 9.3 Notices.

All notices provided for in this Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by registered or certified mail, as follows:

(a) If given to the Guarantee Trustee, at the Guarantee Trustee's mailing address set forth below (or such other address as the Guarantee Trustee may give notice of to the Guarantor and the Holders):

The Chase Manhattan Bank
Global Trust Services
450 West 33rd Street, 15th Floor
New York, New York 10001-2697
(212) 946-3040

(b) If given to the Guarantor, at the Guarantor's mailing addresses set forth below (or such other address as the Guarantor may give notice of to the Guarantee Trustee and the Holders):

Ocwen Financial Corporation
The Forum, Suite 1000
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
(561) 681-8000
Att: President

(c) If given to any Holder, at the address set forth on the books and records of the Trust.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid, except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.4 Benefit.

This Guarantee is solely for the benefit of the Holders of the Securities and, subject to Section 3.1(a), is not separately transferable from the Securities.

SECTION 9.5 Governing Law.

THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, this Guarantee is executed as of the day and year first above written.

OCWEN FINANCIAL CORPORATION,
as Guarantor

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as Guarantee Trustee

By: _____
Name:
Title:

Law Offices
ELIAS, MATZ, TIERNAN & HERRICK L.L.P.
12th Floor
734 15th Street, N.W.
Washington, D.C. 20005
Telephone (202) 347-0300

August 5, 1997

Board of Directors
Ocwen Financial Corporation
The Forum, Suite 1000
1675 West Palm Beach Boulevard
West Palm Beach, Florida 33401

Re: Registration Statement on Form S-1;
File Nos. 333-28889 and 333-28889-01

Ladies and Gentlemen:

We have acted as special counsel to Ocwen Financial Corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission of a Registration Statement on Form S-1 (Nos. 333-28889 and 333-28889-01) (the "Registration Statement") relating to the registration under the Securities Act of 1933, as amended (the "Act"), of \$125,000,000 aggregate principal amount of Junior Subordinated Debentures (the "Debt Securities") of the Company, \$125,000,000 aggregate liquidation amount of Capital Securities (the "Capital Securities") of Ocwen Capital Trust I, a business trust created under the laws of the State of Delaware (the "Issuer"), and the Guarantee with respect to the Capital Securities (the "Guarantee") to be executed and delivered by the Company for the benefit of the holders from time to time of the Capital Securities. Capitalized terms defined in the Registration Statement and not otherwise defined herein are used herein with the meanings as so defined.

In so acting, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Registration Statement and such corporate records, agreements, documents and other instruments, including the form of Underwriting Agreement and such certificates or comparable documents of public officials, of officers and representatives of the Company as we have deemed relevant or necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed without independent verification the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of documents submitted to us as certified or

photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers of the Company, and we have examined the representations and warranties of the Company contained in the Underwriting Agreement and have relied upon the accuracy and completeness of the relevant facts stated therein without independent verification.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that, when:

(i) the Registration Statement has become effective under the Act;

(ii) the Guarantee Agreement relating to the Guarantee with respect to the Capital Securities of the Issuer has been duly executed and delivered;

(iii) the Debt Securities have been duly executed and authenticated in accordance with the Indenture and issued and delivered as contemplated in the Registration Statement; and

(iv) the Capital Securities have been duly executed in accordance with the Amended and Restated Declaration of Trust of the Issuer and issued and delivered as contemplated in the Registration Statement,

the Debt Securities and the Guarantee relating to the Capital Securities of the Issuer will constitute valid and legally binding obligations of the Company, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

We understand that you have received an opinion regarding the Capital Securities from Richard, Layton & Finger, special Delaware counsel for the Company and the Issuer. We are expressing no opinion with respect to the matters contained in such opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to us under the heading "Legal Matters" in the Prospectus.

In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

ELIAS, MATZ, TIERNAN & HERRICK L.L.P

By: /s/ Gerard L. Hawkins

Gerard L. Hawkins, a Partner

[Letterhead of Richards, Layton & Finger]

August 5, 1997

Ocwen Capital Trust I
The Forum, Suite 1000
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401

Re: Ocwen Capital Trust I

Ladies and Gentlemen:

We have acted as special Delaware counsel for Ocwen Financial Corporation, a Florida corporation (the "Company"), and Ocwen Capital Trust I, a Delaware business trust (the "Trust"), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

For purposes of giving the opinions hereinafter set forth, our examination of documents has been limited to the examination of originals or copies of the following:

- (a) The Certificate of Trust of the Trust, dated as of June 6, 1997, as filed in the office of the Secretary of State of the State of Delaware (the "Secretary of State") on June 6, 1997;
- (b) The Declaration of Trust of the Trust, dated as of June 6, 1997, among the Company and the trustees of the Trust named therein;
- (c) The Removal and Appointment of Trustees of the Trust, dated as of July 31, 1997;

(d) The Restated Certificate of Trust of the Trust, dated as of July 31, 1997 (the "Certificate"), as filed in the office of the Secretary of State on August 4, 1997;

(e) Amendment No. 2 to the Registration Statement (the "Registration Statement") on Form S-1, including a preliminary prospectus (the "Prospectus"), relating to the Capital Securities of the Trust representing preferred undivided beneficial interests in the assets of the Trust (each, a "Capital Security" and collectively, the "Capital Securities"), as proposed to be filed by the Company and the Trust with the Securities and Exchange Commission on or about August 5, 1997;

(f) A form of Amended and Restated Declaration of Trust of the Trust, to be entered into among the Company, as sponsor, the trustees of the Trust named therein, and the holders, from time to time, of undivided beneficial interests in the assets of the Trust (including Exhibits A and B thereto) (the "Declaration"), attached as an exhibit to the Registration Statement; and

(g) A Certificate of Good Standing for the Trust, dated August 5, 1997, obtained from the Secretary of State.

Initially capitalized terms used herein and not otherwise defined are used as defined in the Declaration.

For purposes of this opinion, we have not reviewed any documents other than the documents listed in paragraphs (a) through (g) above. In particular, we have not reviewed any document (other than the documents listed in paragraphs (a) through (g) above) that is referred to in or incorporated by reference into the documents reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed (i) the authenticity of all documents submitted to us as authentic originals, (ii) the conformity with the originaluineness of all signatures.

For purposes of this opinion, we have assumed (i) that the Declaration and the Certificate are in full force and effect and have not been amended, (ii) except to the

extent provided in paragraph 1 below, the due creation or due organization or due formation, as the case may be, and valid existence in good standing of each party to the documents examined by us under the laws of the jurisdiction governing its creation, organization or formation, (iii) the legal capacity of natural persons who are parties to the documents examined by us, (iv) that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (v) the due authorization, execution and delivery by all parties thereto of all documents examined by us, (vi) the receipt by each Person to whom a Capital Security is to be issued by the Trust (collectively, the "Capital Security Holders") of a Capital Security Certificate for such Capital Security and the payment for the Capital Security acquired by it, in accordance with the Declaration and the Registration Statement, and (vii) that the Capital Securities are issued and sold to the Capital Security Holders in accordance with the Declaration and the Registration Statement. We have not participated in the preparation of the Registration Statement and assume no responsibility for its contents.

This opinion is limited to the laws of the State of Delaware (excluding the securities laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. Our opinions are rendered only with respect to Delaware laws and rules, regulations and orders thereunder which are currently in effect.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Delaware as we have considered necessary or appropriate, and subject to ions and exceptions set forth herein, we are of the opinion that:

1. The Trust has been duly created and is validly existing in good standing as a business trust under the Business Trust Act.
2. The Capital Securities will represent valid and, subject to the qualifications set forth in paragraph 3 below, fully paid and nonassessable undivided beneficial interests in the assets of the Trust.
3. The Capital Security Holders, as beneficial owners of the Trust, will be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. We note that the Capital Security Holders may be obligated to make payments as set forth in the Declaration.

We consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. In addition, we hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus. In giving the foregoing consents, we do not thereby admit that we come within the category of Persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other Person for any purpose.

Very truly yours,

/s/ Richards, Layton & Finger

Law Offices
ELIAS, MATZ, TIERNAN & HERRICK L.L.P.
12th Floor
734 15th Street, N.W.
Washington, D.C. 20005
Telephone (202) 347-0300

August 5, 1997

Board of Directors
Ocwen Financial Corporation
The Forum, Suite 1000
1675 West Palm Beach Boulevard
West Palm Beach, Florida 33401

Re: Registration Statement on Form S-1;
File Nos. 333-28889 and 333-28889-01

Ladies and Gentlemen:

As special federal tax counsel to Ocwen Capital Trust I (the "Issuer") and Ocwen Financial Corporation in connection with the issuance by the Issuer of up to \$125,000,000 of its Capital Securities pursuant to the prospectus (the "Prospectus") contained in the above-captioned Registration Statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), and assuming the operative documents described in the Prospectus will be performed in accordance with the terms described therein, we hereby confirm to you our opinion as set forth under the heading "Certain United States Federal Income Tax Consequences" in the Prospectus, subject to the limitations set forth therein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to us under the heading "Certain United States Federal Income Tax Consequences" in the Prospectus. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

ELIAS, MATZ, TIERNAN & HERRICK L.L.P

By: /s/Gerard L. Hawkins

Gerard L. Hawkins, a Partner

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the use in the Prospectus constituting part of Pre-Effective Amendment No. 2 to this Registration Statement on Form S-1 of (i) our report dated January 21, 1997 relating to the consolidated financial statements of Ocwen Financial Corporation and (ii) our report dated January 24, 1997 relating to the financial statements of BCBF, L.L.C., each of which appears in the Registration Statement. We also consent to the references to us under the headings "Experts" and "Selected Consolidated Financial and Other Data" in such Prospectus. However, it should be noted that Price Waterhouse LLP has not prepared or certified such "Selected Consolidated Financial and Other Data."

Price Waterhouse LLP
Fort Lauderdale, Florida
August 1, 1997

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

THE CHASE MANHATTAN BANK
(Exact name of trustee as specified in its charter)

New York	13-4994650
(State of incorporation	(I.R.S. employer
if not a national bank)	identification No.)

270 Park Avenue	
New York, New York	10017
(Address of principal executive offices)	(Zip Code)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

OCWEN FINANCIAL CORPORATION
(Exact name of obligor as specified in its charter)

Florida	65-0039856
(State or other jurisdiction of	(I.R.S. employer
incorporation or organization)	identification No.)

The Forum, Suite 1000	
1675 Palm Beach Lakes Blvd.	
West Palm Beach, Florida	33401
(Address of principal executive offices)	(Zip Code)

Junior Subordinated Deferrable Interest Debentures
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

New York State Banking Department, State House,
Albany, New York 12110.

Board of Governors of the Federal Reserve System,
Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2,
33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington,
D.C., 20429.

- (b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985, December 2, 1991 and July 10, 1996 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, The Chase Manhattan Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 30th day of July, 1997.

THE CHASE MANHATTAN BANK

By /S/ Joanne Adamis

Joanne Adamis
Second Vice President

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

The Chase Manhattan Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business March 31, 1997, in
accordance with a call made by the Federal Reserve Bank of this
District pursuant to the provisions of the Federal Reserve Act.

DOLLAR AMOUNTS
IN MILLIONS

ASSETS

Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin.....	\$	11,721
Interest-bearing balances.....		3,473
Securities:.....		
Held to maturity securities.....		2,965
Available for sale securities.....		35,903
Federal Funds sold and securities purchased under agreements to resell.....		24,025
Loans and lease financing receivables:		
Loans and leases, net of unearned income.....	\$	123,957
Less: Allowance for loan and lease losses.....		2,853
Less: Allocated transfer risk reserve.....		13

Loans and leases, net of unearned income, allowance, and reserve.....		121,091
Trading Assets.....		54,340
Premises and fixed assets (including capitalized leases).....		2,875
Other real estate owned.....		302
Investments in unconsolidated subsidiaries and associated companies.....		139
Customers' liability to this bank on acceptances outstanding.....		2,270
Intangible assets.....		1,535
Other assets.....		10,283

TOTAL ASSETS.....	\$	270,922

LIABILITIES

Deposits		
In domestic offices.....		\$ 84,776
Noninterest-bearing.....	\$ 32,492	
Interest-bearing.....	52,284	
In foreign offices, Edge and Agreement subsidiaries, and IBF's.....		69,171
Noninterest-bearing.....	\$ 4,181	
Interest-bearing.....	64,990	
Federal funds purchased and securities sold under agreements to repurchase.....		32,885
Demand notes issued to the U.S. Treasury.....		1,000
Trading liabilities.....		42,538
Other Borrowed money (includes mortgage indebtedness and obligations under calitalized leases):		
With a remaining maturity of one year or less.....		4,431
With a remaining maturity of more than one year.....		466
Bank's liability on acceptances executed and outstanding.....		2,270
Subordinated notes and debentures.....		5,911
Other liabilities.....		11,575
TOTAL LIABILITIES.....		255,023

EQUITY CAPITAL

Perpetual Preferred stock and related surplus.....	0
Common stock.....	1,211
Surplus (exclude all surplus related to preferred stock).....	10,283
Undivided profits and capital reserves.....	4,941
Net unrealized holding gains (Losses) on available-for-sale securities.....	(552)
Cumulative foreign currency translation adjustments.....	16
TOTAL EQUITY CAPITAL.....	15,899
TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL.....	\$ 270,922

I, Joseph L. Sclafani, E.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

WALTER V. SHIPLEY)
 THOMAS G. LABRECQUE) DIRECTORS
 WILLIAM B. HARRISON, JR.)

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

THE CHASE MANHATTAN BANK
(Exact name of trustee as specified in its charter)

New York 13-4994650
(State of incorporation (I.R.S. employer
if not a national bank) identification No.)

270 Park Avenue 10017
New York, New York (Zip Code)
(Address of principal executive offices)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

OCWEN CAPITAL TRUST I
(Exact name of obligor as specified in its charter)

Florida 65-0039856
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification No.)

The Forum, Suite 1000
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
(Address of principal executive offices) (Zip Code)

Capital Securities
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Banking Department, State House, Albany, New York 12110.

Board of Governors of the Federal Reserve System, Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington, D.C., 20429.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985, December 2, 1991 and July 10, 1996 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, The Chase Manhattan Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 30th day of July, 1997.

THE CHASE MANHATTAN BANK

By /S/Joanne Adamis

Joanne Adamis
Second Vice President

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

The Chase Manhattan Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business March 31, 1997, in
accordance with a call made by the Federal Reserve Bank of this
District pursuant to the provisions of the Federal Reserve Act.

DOLLAR AMOUNTS
IN MILLIONS

ASSETS

Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin.....	\$	11,721
Interest-bearing balances.....		3,473
Securities:.....		
Held to maturity securities.....		2,965
Available for sale securities.....		35,903
Federal Funds sold and securities purchased under agreements to resell.....		24,025
Loans and lease financing receivables:		
Loans and leases, net of unearned income.....	\$	123,957
Less: Allowance for loan and lease losses.....		2,853
Less: Allocated transfer risk reserve.....		13

Loans and leases, net of unearned income, allowance, and reserve.....		121,091
Trading Assets.....		54,340
Premises and fixed assets (including capitalized leases).....		2,875
Other real estate owned.....		302
Investments in unconsolidated subsidiaries and associated companies.....		139
Customers' liability to this bank on acceptances outstanding.....		2,270
Intangible assets.....		1,535
Other assets.....		10,283

TOTAL ASSETS.....	\$	270,922

DOLLAR AMOUNTS
IN MILLIONS

LIABILITIES

Deposits		
In domestic offices.....		\$ 84,776
Noninterest-bearing.....	\$ 32,492	
Interest-bearing.....	52,284	
In foreign offices, Edge and Agreement subsidiaries, and IBF's.....		69,171
Noninterest-bearing.....	\$ 4,181	
Interest-bearing.....	64,990	
Federal funds purchased and securities sold under agreements to repurchase.....		32,885
Demand notes issued to the U.S. Treasury.....		1,000
Trading liabilities.....		42,538

Other Borrowed money (includes mortgage indebtedness and obligations under calitalized leases):		
With a remaining maturity of one year or less.....		4,431
With a remaining maturity of more than one year.....		466
Bank's liability on acceptances executed and outstanding.....		2,270
Subordinated notes and debentures.....		5,911
Other liabilities.....		11,575

TOTAL LIABILITIES.....		255,023
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EQUITY CAPITAL

Perpetual Preferred stock and related surplus.....		0
Common stock.....		1,211
Surplus (exclude all surplus related to preferred stock).....		10,283
Undivided profits and capital reserves.....		4,941
Net unrealized holding gains (Losses) on available-for-sale securities.....		(552)
Cumulative foreign currency translation adjustments.....		16

TOTAL EQUITY CAPITAL.....		15,899
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TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL.....		\$ 270,922
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I, Joseph L. Sciafani, E.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

WALTER V. SHIPLEY)
THOMAS G. LABRECQUE) DIRECTORS
WILLIAM B. HARRISON, JR.)

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

THE CHASE MANHATTAN BANK
(Exact name of trustee as specified in its charter)

New York
(State of incorporation
if not a national bank)

13-4994650
(I.R.S. employer
identification No.)

270 Park Avenue
New York, New York
(Address of principal executive offices)

10017
(Zip Code)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

OCWEN FINANCIAL CORPORATION
(Exact name of obligor as specified in its charter)

Florida
(State or other jurisdiction of
incorporation or organization)

65-0039856
(I.R.S. employer
identification No.)

The Forum, Suite 1000
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida
(Address of principal executive offices)

33401
(Zip Code)

Guarantee of Capital Securities of
Ocwen Capital Trust I
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

New York State Banking Department, State House,
Albany, New York 12110.

Board of Governors of the Federal Reserve System,
Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2,
33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington,
D.C., 20429.

- (b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985, December 2, 1991 and July 10, 1996 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, The Chase Manhattan Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 30th day of July, 1997.

THE CHASE MANHATTAN BANK

By /S/Joanne Adamis

Joanne Adamis
Second Vice President

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

The Chase Manhattan Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business March 31, 1997, in
accordance with a call made by the Federal Reserve Bank of this
District pursuant to the provisions of the Federal Reserve Act.

DOLLAR AMOUNTS
IN MILLIONS

ASSETS

Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin.....	\$	11,721
Interest-bearing balances.....		3,473
Securities:.....		
Held to maturity securities.....		2,965
Available for sale securities.....		35,903
Federal Funds sold and securities purchased under agreements to resell.....		24,025
Loans and lease financing receivables:		
Loans and leases, net of unearned income.....	\$	123,957
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Other assets.....		10,283

TOTAL ASSETS.....	\$	270,922

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Bank's liability on acceptances executed and outstanding.....		2,270
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Other liabilities.....		11,575
TOTAL LIABILITIES.....		255,023

EQUITY CAPITAL

Perpetual Preferred stock and related surplus.....	0
Common stock.....	1,211
Surplus (exclude all surplus related to preferred stock).....	10,283
Undivided profits and capital reserves.....	4,941
Net unrealized holding gains (Losses) on available-for-sale securities.....	(552)
Cumulative foreign currency translation adjustments.....	16
TOTAL EQUITY CAPITAL.....	15,899
TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL.....	\$ 270,922

I, Joseph L. Sclafani, E.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

WALTER V. SHIPLEY)
THOMAS G. LABRECQUE) DIRECTORS
WILLIAM B. HARRISON, JR.)