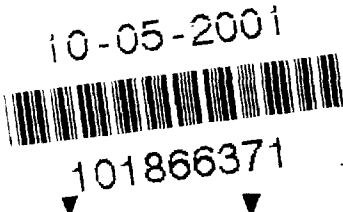


RE



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-29-01 New America Financial, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Tx [] Other Additional name(s) of conveying party(ies) attached? [x] Yes [] No

2. Name and address of receiving party(ies) Name: Aegis Mortgage Corporation Internal Address: Street Address: 11111 Wilcrest Green Suite 250 City: Houston State: Tx Zip: 77042 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Oklahoma [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other asset purchase agreement Execution Date: September 24, 1999

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,467,377 Additional number(s) attached [] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Martha Wise Internal Address: P. O. Box 830642 Street Address: City: Birmingham State: AL Zip: 35283-0642

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. - extract Martha Waters Wise Signature Martha Waters Wise Date 9/20/01 Name of Person Signing Total number of pages including cover sheet, attachments, and document: []

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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Continuation of Box 1

Additional Conveying party(ies)

Caledon Capital, Inc.
Corporation - State Tx

Habor Financial Mortgage Corporation
Corporation - State Tx

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

**NEW AMERICA FINANCIAL, INC. ,
CALEDON CAPITAL INC.,
and
HARBOR FINANCIAL MORTGAGE CORPORATION,**

collectively, as Seller

AND

**AEGIS MORTGAGE CORPORATION
as Purchaser**

DATED AS OF

September 24, 1999

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of this 24th day of September, 1999, by and between NEW AMERICA FINANCIAL, INC. and CALEDON CAPITAL INC., each a corporation organized and existing under the laws of the State of Texas, with its principal place of business at 3131 Turtle Creek Blvd., Suite 1300, Dallas, Texas 75129 and HARBOR FINANCIAL MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of Texas, with its principal place of business at 340 N. Sam Houston Parkway East, #100, Houston, Texas 77060-3312 (collectively, "Seller"), and AEGIS MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of Oklahoma, with offices at 11111 Wilcrest Green, Suite 250, Houston, TX 77042 ("Purchaser").

WITNESSETH:

WHEREAS, Seller engages in the wholesale business of originating, acquiring and selling first and second lien residential mortgage loans, with a centralized, production support unit located at its headquarters in Dallas, Texas, and with eighteen branch offices located in various states, and its wholly-owned subsidiary, Caledon Capital Inc. (the "Company"), is developed to engage in the origination of open-end and closed-end, subordinate lien, residential mortgage loans through the Seller's contracts with Fannie Mae to permit proprietary direct internet links to and with Fannie Mae's Desktop Underwriter system (collectively, the "Business"); and

WHEREAS, subject to the terms and conditions of this Agreement, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, substantially all of the assets of Seller that are used in connection with the Business, all in consideration of the Purchase Price (as defined herein), including Purchaser's assumption of certain liabilities and obligations of Seller, as described below.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. The following terms when used herein shall have the following meanings:

"Affiliate" with respect to any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person.

“Agreement” shall mean this Agreement and all Exhibits and Schedules hereto, as the same may from time to time be amended or supplemented by one or more instruments executed by all Parties hereto.

“Applicable Requirements” means and includes, as of the time of reference, with respect to the Pipeline Mortgage Loans, the Warehouse Mortgage Loans and the Servicing Rights, all of the following: (i) all material contractual obligations of Seller and any Originator with respect to the Pipeline Mortgage Loans, Warehouse Mortgage Loans and the Servicing Rights, including, without limitation, those contractual obligations contained herein, or in any agreement with any Insurer or Investor for which Seller or any Originator is responsible or at any time was responsible; (ii) all applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances) binding upon Seller or any Originator; (iii) all other applicable requirements and guidelines of each governmental agency, board, commission, instrumentality and other governmental or quasi-governmental body or office having jurisdiction, including, without limitation, those of any Investor and any Insurer; (iv) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs and injunctions; and (v) the reasonable and customary mortgage origination practices of prudent mortgage lending institutions that originate mortgage loans of the same type as the Pipeline Mortgage Loans and Warehouse Mortgage Loans in the jurisdictions in which the real estate intended to secure each Pipeline Mortgage Loan and Warehouse Mortgage Loans is located.

“Application Fees” shall mean all applicable application, underwriting, lock-in, processing, appraisal, credit report, home inspection, commitment, tax service, plan review fees, and other third party and similar fees collected in connection with the Pipeline Mortgage Loans.

“Assets” shall mean, except as limited below, all assets, other than the Excluded Assets, of Seller and its Affiliates, whether tangible or intangible, real, personal, or mixed, located in (i) the Branch Offices and (ii) the Production Support Unit that are primarily used in connection with the Business (including, but not limited to, the Company), whether known or unknown, and whether or not carried on the books and records of Seller, as set forth in detail in the appropriate schedules attached hereto, including, without limitation:

- (i) the Pipeline Mortgage Loans, together with all interests, rights (including rights or claims against Originators that may have originated and assigned such Pipeline Mortgage Loans and rights to prepaid Application Fees), documentation and contracts relating thereto;
- (ii) all rights of Seller under the Assumed Leases and the Assumed Furniture and Equipment Leases, including all telephone numbers used by the Offices as of the date hereof, and all rights in security deposits, lease buildout credits and other sums owing to lessee in connection with such leases;
- (iii) the Furniture and Equipment;

- (iv) the Purchased Leasehold Improvements;
- (v) all rights of Seller under the Assumed Contracts;
- (vi) all Supplies;
- (vii) all Files and Records (excluding Personnel Records, except with the consent of the employee), provided, however, that Seller shall have reasonable continuing access to such records for regulatory, tax and other reasonable purposes;
- (viii) the non-exclusive right to use the Intangible Property Rights;
- (ix) the Tradename;
- (x) the Computer Software;
- (xi) the Hedge Instruments;
- (xii) the Permits, if permitted by Applicable Requirements;
- (xiii) the Warehouse Mortgage Loans and the Investment Mortgage Loans, including any escrow accounts for the payment of taxes and insurance and similar items and all amounts required by Applicable Requirements to be deposited therein; and
- (xiv) the Servicing Rights, including any custodial accounts for principal and interest collections and any escrow accounts for the payment of taxes and insurance and similar items and all amounts required by Applicable Requirements to be deposited therein.

“Assumed Contracts” shall mean those Contracts listed on Schedule 3.5 attached hereto, as well as Contracts entered into in the ordinary course of the Business, which satisfy the criteria in Section 3.5 hereof, and, subject to Section 7.2 hereof, as to which any required third party consent is obtained.

“Assumed Furniture and Equipment Leases” shall mean those lease agreements with respect to furniture and equipment leased by Seller as of the Closing Date and that are used in connection with the Business, as listed on Schedule 2.1(b) attached hereto, which satisfy the criteria set forth in Section 3.5 hereof, and, subject to Section 7.2 hereof, as to which any required lessor consent is obtained.

“Assumed Leases” shall mean those certain real property leases, including, without limitation, all rights to the associated security deposit, leased by Seller as of the Closing Date and that are used in connection with the Business, as listed on Schedule 2.1(e), which satisfy the criteria set forth in Section 3.5 hereof and, subject to Section 7.2 hereof, as to which any required

third party consent is required. The term "Assumed Leases" does not include the Branch Offices subleased by Purchaser pursuant to Section 7.14.

"Assumed Liabilities" shall mean solely (i) all obligations of Seller accruing on or after the Closing Date under (A) the Pipeline Mortgage Loans, (B) the Assumed Leases, (C) the Assumed Furniture and Equipment Leases, (D) the Assumed Contracts, (E) the Hedge Instruments, (F) the Liabilities of the Company specifically listed on Schedule 2.4 attached hereto, and (G) the Servicing Rights; (ii) all obligations of Seller to pay ordinary commissions on a loan level basis due on or after the Closing Date to salespersons with respect to the Pipeline Mortgage Loans that Purchaser approves and closes in accordance with Purchaser's established underwriting criteria and standard business practices; and (iii) all obligations under rate lock agreements and loan commitments issued by Seller prior to the Closing Date with respect to the Pipeline Mortgage Loans, provided that such rate lock agreements and loan commitments are consistent with Seller's established underwriting criteria and business practices in effect as of the date hereof.

"Branch Offices" shall mean the eighteen (18) branch offices listed in Schedule 2.1(f) attached hereto.

"Business" shall have the meaning given in the recitals hereto.

"Business Day" shall mean any day that is not a Saturday, Sunday or day on which banks in Texas are authorized to close.

"Business Profitability Payments" shall have the meaning given in Section 2.2(a)(ii) hereof.

"Closing" shall have the meaning given in Section 2.6 hereof.

"Closing Date" shall have the meaning given in Section 2.6 hereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company" shall mean Caledon Capital Inc.

"Company Business" shall mean that portion of the Business in which the Company was designed to engage consisting of the origination of open end and closed end, subordinate lien, residential mortgage loans through the Seller's contracts with Fannie Mae to permit proprietary, direct links to and with Fannie Mae's Desktop Underwriter system.

"Company Profitability Payments" shall have the meaning given in Section 2.2(a)(iv) hereof.

"Computer Software" shall mean all the computer software, programs applications and data bases owned or licensed by Seller or any Affiliate and used primarily in connection with the Business listed on Schedule 2.1(g) attached hereto.

“Contracts” shall mean all contracts, agreements, instruments, commitments and other binding arrangements, whether oral or written, to which Seller is a party or by which Seller is bound or subject, and that relate to or are used primarily in connection with the Business, including, without limitation, guarantees, leases, indentures, evidences of indebtedness, rental agreements, options, binding purchase orders and sales orders, collective bargaining agreements, union contracts, licenses (other than Permits) and Employee Benefit Plans, but excluding (i) those with respect to which Seller already has completed performance thereunder except for the retention of an actual or contingent liability for breaches thereunder, (ii) Employee Benefit Plans and arrangements with individual employees, (iii) indentures and other evidences of indebtedness for borrowed money, and (iv) guaranties.

“Employee Benefit Plan” shall mean any and all of the following, to the extent applicable to the Branch Office, the Business and/or the Assets: any pension, retirement, post-retirement, profit-sharing, deferred compensation, bonus or incentive plan, practice or arrangement, whether formal or informal, any other employee benefit program, arrangement, agreement understanding, any medical, vision, dental or other health plan and any life insurance plan and including, without limitation, any “employee benefit plan,” as defined in Section 3(3) of ERISA, maintained by Seller or to which Seller contributes or is a party or is bound or under which it may have liability or under which employees of Seller are eligible to participate or derive a benefit.

“Employee Notice Date” shall mean the date of execution of this Agreement.

“ERISA” shall mean Employee Retirement Income Security Act of 1974, as amended.

“Excluded Assets” shall mean, collectively, all assets of Seller other than the Assets, including cash and cash equivalents and shall specifically include the rights to service mortgage loans; other than the Warehouse Mortgage Loans and Investment Warehouse Loans and the Servicing Rights, and the Seller’s assets principally relating to its servicing operation, and the assets listed on Schedule 2.1(k).

“Federal Rates” shall mean, for any day, the federal funds rate for such day as reported in the Federal Reserve H.15(519) Statistical Release or, if such Statistical Release is no longer published, any publicly available source of similar market data.

“FHA” shall mean the Federal Housing Administration of the Department of Housing and Urban Development of the United States and their respective successors.

“FHLMC” shall mean the Federal Home Loan Mortgage Corporation and any successor thereto.

“Files and Records” shall mean (a) to the extent Purchaser, as the acquirer of the assets of any Branch Office and the Production Support Unit, is required by law to retain such files and records or such files and records relate to the on-going (rather than just the past) operation of the Business, the following: (i) a list of all persons who applied to Seller for mortgage loans within the one-year period preceding the Closing Date who have been rejected and (ii) each Seller’s

files, records, original documents, papers and customer lists (including those relating to realtors, builders and contractors and borrowers under the Pipeline Mortgage Loans and Warehouse Mortgage Loans); (b) to the extent used primarily in connection with the Assets and/or the Business, Seller's data bases and data manuals; (c) all files and records (including, without limitation warranties) relating to the Assets, Assumed Contracts, Assumed Leases, Furniture and Equipment, and Assumed Furniture and Equipment Leases; and (d) a list of Seller's potential customers as they relate to the Business and/or the Assets; provided, however, that the term "Files and Records" shall not include (i) files related to loan closed by Seller prior to the Closing Date (other than those relating to the Warehouse Mortgage Loans, which shall belong to Purchaser) and (ii) except as provided for in (a)(i) above, files related to loan applications rejected by Seller prior to the Closing Date.

"FNMA" shall mean the Federal National Mortgage Association and any successor thereto.

"Furniture and Equipment" shall mean (i) all furniture and equipment located in the Branch Offices; (ii) furniture and equipment primarily used in connection with the Business located in the Production Support Unit, including, without limitation, desks, chairs, tables, employee workstation computer equipment, copiers, telecopy machines, phone numbers and email addresses, cubicles and miscellaneous office furnishings and supplies, sufficient to provide those employees who currently work at the Production Support Unit and who are hired by Purchaser in connection with the transaction contemplated hereby with office furnishings and equipment in the same quantity and of the same quality as those they currently utilize; and (iii) computer hardware, including, without limitation, servers, used to provide management information services, in such quantity and quality as are sufficient to allow Purchaser to provide itself with management information services sufficient to operate the Assets of the Business after the Closing in a manner substantially as presently operated by Seller, a representative list of which is set forth on Schedule 2.1(a) herein.

"GNMA" shall mean the Government National Mortgage Association and any successor thereto.

"Goodwill" shall mean all goodwill associated with the Business.

"Hedge Instruments" shall mean all commitments, options, futures and other financial contracts or securities held by Seller as of the Closing Date as a "hedge" against the interest rate risk associated with the Pipeline Mortgage Loans or Warehouse Mortgage Loans acquired by Purchaser hereunder, consisting solely of those that are listed on Schedule 2.1(h) attached hereto, including, but not limited to, listed contracts providing for the optional or mandatory commitment of Seller to sell a Warehouse Mortgage Loan, Pipeline Mortgage Loan or any interest therein, which satisfy the criteria set forth in Section 3.5 hereof, and, subject to Section 7.2 hereof, as to which any required third party consent is obtained.

"Insurer" shall mean the FHA, VA and any private mortgage insurer which insures or guarantees any of the mortgage loans originated by Seller and providers of hazard, title or other insurance with respect such mortgage loans or the secured real property associated therewith.

"Intangible Property Rights" shall mean all copyrights, patents, proprietary processes, designs, inventions, trade secrets, know-how, procedures, systems, models, ratios, instructions owned by any Seller or any Affiliate and used primarily in connection with the Business, including, but not limited to, those listed on Schedule 2.1(i) attached hereto and the Confidentiality Agreements executed by Seller or its Affiliates in connection with the contemplated sale of the Business.

"Investment Warehouse Loan" shall mean those residential mortgage loans that are owned by Seller (including any such residential mortgage loans that may have been repurchased from an Investor), that Seller originally made or acquired with "advances" under the Warehouse Loan Agreement and are to be sold to Purchaser under the Mortgage Loan Purchase Agreement and, as of the Closing Date, (i) are sixty (60) days or more seasoned, (ii) if subject to an existing Hedge Instrument, are not reasonably expected by Purchaser to be saleable under such Hedge Instrument in the ordinary course of its business due to one or more failures to conform to all of the terms and conditions of such Hedge instrument, or (iii) if not subject to an existing Hedge Instrument, are not reasonably expected by Purchaser to be saleable by Purchaser in the ordinary course of its business in the one or more markets in which Purchaser would ordinarily sell warehouse loans of such type, without a discount from par, due to the failure of such loans to conform to the terms and conditions generally applicable in such market(s) to the purchase of warehouse loans of such type, as listed on Schedule 2.1(l) attached hereto.

"Investment Warehouse Loan Purchase Price" shall mean an amount equal to the Warehouse Debt, plus any sales proceeds realized by Purchaser from the sale of the Investment Warehouse Loans in excess of the related Warehouse Debt.

"Investor" shall mean the FHLMC, FNMA, GNMA, any housing authority, or any private investor, as the case may be, which purchases mortgage loans or guarantees the payments on the related securities based on such mortgage loans.

"Liabilities" shall mean claims, liabilities and obligations of every nature or kind, whether accrued, absolute, contingent or otherwise and whether asserted or unasserted, known or unknown and whether due or to become due.

"Lien" shall mean any lien, claim, mortgage, security interest, pledge, charge, easement, servitude or other encumbrance of any kind, including any of the foregoing arising under any conditional sales or other title retention agreement.

"Material Adverse Effect" shall mean any effect (other than as a result of changes in prevailing interest rates, or in GAAP) that is, or could reasonably be expected to be, individually or together with all other relevant effects, materially adverse to (i) the Assets, (ii) the business, operations, financial condition, or prospects of the Business or (iii) the ability of Seller to perform its obligations under this Agreement.

"Mortgage Loan Purchase Agreement" shall mean that certain Mortgage Loan Purchase Agreement to be executed by and between Seller and Purchaser pertaining to the sale of

Warehouse Mortgage Loans and Investment Warehouse Loans and substantially in the form of Exhibit B attached hereto.

“New Warehouse Debt” shall mean the indebtedness of Purchaser under the New Warehouse Loan Agreement, incurred by Purchaser to finance the purchase of the Warehouse Mortgage Loans.

“New Warehouse Loan Agreement No. 2” shall mean that certain Warehouse Credit and Security Agreement (Facility #2) to be dated effective as of the Closing Date to be made by and among (a) Purchaser; (b) Bank United, in its capacity as one of the Banks and as Administrative Agent for the other Banks; (c) Bank One, Texas, N.A., in its capacity as one of the Banks and as Collateral Agent; and (d) the other lenders (together with Bank United and Bank One, the “Banks”) that are signatories and parties to the Agreement from time to time, in order to finance Purchaser’s purchase of the Warehouse Mortgage Loans.

“New Warehouse Loan Agreement No. 3” shall mean that certain Warehouse Credit and Security Agreement (Facility #3) to be dated effective as of the Closing Date to be made by and among (a) Purchaser; (b) Bank United, in its capacity as one of the Banks and as Administrative Agent for the other Banks; (c) Bank One, Texas, N.A., in its capacity as one of the Banks and as Collateral Agent; and (d) the other lenders (together with Bank United and Bank One, the “Banks”) that are signatories and parties to the Agreement from time to time, documenting Purchaser’s assumption of the Warehouse Debt.

“Originator” shall mean, with respect to any Pipeline Mortgage Loan or Warehouse Mortgage Loan, the entity(ies) that (i) took the prospective mortgagor’s loan application, and/or (ii) processed the prospective mortgagor’s loan application.

“Operative Documents” shall mean this Agreement, the Mortgage Loan Purchase Agreement, any transitional services agreement that the Parties may execute, and each other agreement, certificate, exhibit, schedule and document executed and delivered, or required to be executed and delivered, in connection herewith.

“Parties” shall mean Seller and Purchaser.

“Permits” shall mean licenses, permits, registrations, qualifications, authorizations and approvals issued or granted by (i) any governmental authority or any agency or instrumentality thereof, (ii) any self-regulatory organization, or (iii) GNMA, FNMA or FHLMC, in connection with the brokering, originating, making, acquiring, insuring, purchase or sale of residential mortgage loans.

“Permitted Liens” shall mean (i) Liens for taxes, assessments or other governmental charges that are not yet due or delinquent; (ii) statutory Liens or landlords’, carriers’, warehousemen’s, mechanics’, suppliers’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business with respect to amounts not yet overdue; (iii) as to any real property lease, zoning, entitlement and other land use restrictions imposed by any government body; and (iv) as to any real property lease, any Lien affecting solely the interest of the landlord

thereunder and not the interest of the tenant thereunder, provided, however, that there is no interference with tenant's occupancy of the leased premises in the event of any enforcement of such lien.

"Person" shall mean an individual, corporation, partnership, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

"Personnel Records" shall mean all records relating to any and all of Seller's Transferred Employees with respect to employment applications, attendance, date of hire, job description, compensation, training, vital statistics, accrued vacation, sick leave and personal leave, performance evaluations, references, health and medical records related to the employment history and job performance of each such employee.

"Pipeline Loan File" shall mean the file containing the loan origination documentation with respect to a Pipeline Mortgage Loan, including, without limitation, each of the documents listed in Exhibit A hereto.

"Pipeline Mortgage Loans" shall mean all written applications from prospective borrowers, brokers or correspondents for first- or second-lien, residential mortgage loans which have been accepted for processing or underwriting by Seller as of the Closing Date, as listed on Schedule 2.1(c) hereto, which have been handled and underwritten following the same programs and procedures as currently in effect, which have not yet been closed and funded and which, when funded, will qualify for sale to FNMA, FHLMC, GNMA, or other Investors, plus, the related Application Fees.

"Production Support Unit" shall mean Seller's centralized loan production support unit (including such functions as data processing, accounting and cash management) located at its headquarters in Dallas, Texas.

"Purchase Price" shall have the meaning given in Section 2.2.

"Purchased Leasehold Improvements" shall mean all leasehold improvements owned by Seller or its Affiliates, primarily related to the Business and the Assumed Leases.

"Purchaser" shall mean Aegis Mortgage Corporation, its successors and assigns.

"Restricted Activity" shall mean any activity that involves or relates to (i) the retail and wholesale origination of open-end and closed-end, subordinate lien, residential mortgage loans through proprietary direct internet links to and with Fannie Mae's Desktop Underwriter system and (ii) the wholesale origination and sale of residential mortgage loans that are eligible for sale to or pooling with FNMA, FHLMC, or GNMA or private Investors that purchase substantially similar loans, including loans that exceed the maximum loan amounts of FNMA, FHLMC or GNMA, but excluding "subprime" residential mortgage loans that are sold to or pooled with private Investors and made to mortgagors who are categorized by the applicable private Investor

as "A-" through "D," provided, however that no more than ten percent (10%) of the excluded subprime production shall be characterized as "A-" or the equivalent thereof.

"Restricted Territory" shall mean the States of California, Florida, Illinois, Arizona, Maryland, Pennsylvania, Georgia, Oregon, Texas, New Jersey, Colorado, Washington and Hawaii.

"Seller" shall mean New America Financial, Inc., Caledon Capital Inc., and Harbor Financial Mortgage Corporation and their respective successors and assigns.

"Servicing Rights" shall mean the rights and obligations of Seller and servicer of certain residential mortgage loans pursuant to servicing agreements with FNMA, FHLMC and GNMA as detailed on Schedule 2.1(n) hereto.

"Servicing Rights Purchase Price" shall mean an amount equal to the sales proceeds actually realized by Purchaser from the sale of Servicing Rights, net of the out-of-pocket expenses incurred by Purchaser in connection with the acquisition and sale of the Servicing Rights, and three quarters of one percent (.75%) of the unpaid principal balance of the loans covered by the Servicing Rights as a fee payable to Purchaser.

"Stub Period" shall have the meaning given in Section 2.2(a)(ii) hereof.

"Supplies" shall mean all consumable supplies owned by Seller or its Affiliates and used primarily in connection with the Business and the Production Support Unit and Assumed Leases.

"Tax" or **"Taxes"** shall have the meaning given in Section 3.11 hereof.

"Tax Returns" shall have the meaning given in Section 3.11 hereof.

"Tradename" shall mean the names "New America" and "Caledon" and any derivation thereof, and any other trademarks, trade names, service marks or related registrations and applications owned by Seller or any Affiliate and used principally in connection with the Business, including, but not limited to, those listed in Schedule 2.1(i) attached hereto.

"VA" shall mean the United States Department of Veterans Affairs and any successor thereto.

"Warehouse Debt" shall mean an amount equal to that portion of the indebtedness of Seller under the Warehouse Loan Agreement, consisting solely of the obligation to repay to Guaranty Federal Bank on behalf of itself and a syndicate of other lenders that portion of the individual "advances" (consisting of principal only) incurred by Seller to finance the making or acquisition of the Investment Warehouse Loans, that is satisfied on a non-recourse basis pursuant to the terms of New Warehouse Loan Agreement No. 3 by Purchaser in an amount to be determined on or before the Closing Date by Seller, Purchaser and the lenders under the Warehouse Loan Agreement, based in part on a valuation prepared by Bayview Financial, plus accrued but unpaid interest as of the Closing Date on the Investment Warehouse Loans, net (i) of

the out-of-pocket costs of sale, (ii) any interest cost payable by Purchaser under the New Warehouse Loan Agreement No. 3 between the Closing Date and the sale of the Investment Warehouse Loans to finance such accrued but unpaid interest as of the Closing Date, (iii) the aggregate amount of negative escrow balances in the related escrow accounts for tax, insurance and similar items that should have been conveyed to Purchaser fully funded on the Closing Date, and (iv) an amount equal to the fees actually paid by mortgagors or Originators for payment to third parties for tax service contracts, flood certifications, mortgage insurance or mortgage guaranty premiums and similar third party disbursements required by Seller in the ordinary course of its conduct of the Business, unless such fees already have been paid to such third parties and the related benefit of the payment is transferred to Purchaser, which such costs and fees shall be paid first. These fees, balances and expenses will be estimated as of the Closing Date and reconciled within thirty days thereafter to the actual amounts. Such amount shall reflect the Seller's and lenders' determination of the fair market value for such Investment Warehouse Loans in light of their ineligibility as Warehouse Mortgage Loans and their sale on an "as is, where is" basis.

"Warehouse Loan Agreement" shall mean that certain Credit Agreement dated effective as of May 28, 1999 made by and among (a) Harbor Financial Mortgage Corporation; (b) New America Financial, Inc.; (c) Guaranty Federal Bank, F.S.B., ("GFB"), in its capacity as one of the Banks and as Administrative Agent for the other Banks; (d) Bank One, Texas, N.A., ("Bank One"), in its capacity as one of the Banks and as Collateral Agent; (e) the other lenders (together with GFB and Bank One, the "Banks") that are signatories and parties to the Agreement from time to time, and (f) FirstCity Financial Mortgage Corporation, a Delaware corporation.

"Warehouse Mortgage Loan" shall mean a residential mortgage loan that is owned by Seller, is not an Investment Warehouse Loan, is eligible for sale under the Mortgage Loan Purchase Agreement and that Seller originally made or acquired with "advances" under the Warehouse Loan Agreement, as listed on Schedule 2.1(m) attached hereto..

"Warehouse Mortgage Loan Purchase Price" shall mean an amount determined pursuant to the procedures set forth in Schedule 2.2(a)(iii) attached hereto for the sale of the Warehouse Mortgage Loans and the related servicing rights.

ARTICLE II PURCHASE AND SALE

2.1 Assets to be Sold. Subject to the terms and conditions of this Agreement, Seller agrees, and shall cause its Affiliates, as applicable, to sell, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller and its Affiliates, as applicable, all of their respective right, title and interest in and to all of the Assets. Seller acknowledges and agrees that Purchaser shall not be required to purchase any single Asset unless Purchaser can purchase substantially all of the Assets.

3.5 Contracts. The Assumed Contracts listed on Schedule 3.5 attached hereto constitute all of the Contracts used primarily by Seller and its Affiliates in connection with the Assets and the Business, other than those contracts that (i) are terminable by Seller without penalty upon notice of thirty (30) days or fewer, (ii) involve the receipt or payment by Seller of less than Ten Thousand Dollars (\$10,000) per year, or (iii) are Contracts that either Purchaser has advised Seller will not be assumed by Purchaser or that Seller and Purchaser have agreed will not be assigned to Purchaser. There is not, under any Assumed Contract, Hedge Instrument, Assumed Lease, or Assumed Furniture and Equipment Lease, any existing default, event of default or other event which, with or without due notice or lapse of time or both, would constitute a default or event of default on the part of Seller, except such defaults, events of default and other events as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, have a Material Adverse Effect on Seller or result in material cost or liability to Purchaser.

3.6 Assets.

(a) Seller owns or possesses adequate licenses or other rights to use the Tradenames, the Computer Software and all Intangible Property Rights, subject to, in the case of the Computer Software and Intangible Property Rights, the terms and conditions of license contracts or other agreements under which such rights exist. Seller has good and marketable title to all of the Assets owned by it and valid, subsisting and enforceable leasehold interests in all of the Assets leased by it, in each case free and clear of all Liens other than those that will be released upon the sale of the Assets to Purchaser, and other than Permitted Liens. Upon transfer of the Assets to Purchaser pursuant to Section 2.1 hereof, Purchaser will have good and marketable title to all of the Assets owned by Seller prior to the Closing Date and enforceable leasehold interests in all of the Assets leased by Seller prior to the Closing Date, free and clear of all Liens (other than Permitted Liens). Seller enjoys, and is entitled to, quiet possession of all tangible Assets owned or leased by it. FirstCity Financial Mortgage Corporation does not own any Assets.

(b) The Computer Software used by Seller and its Affiliates in the conduct of the Businesses (i) is designed to be used prior to, on and after January 1, 2000, and such programs will operate during each such period without error relating to date data, including without limitation any error relating to, or the product of, date data that represents or references different centuries or more than one century and (ii) recognize calendar year 2000 as a leap year.

3.7 Compliance with Regulations. Seller has complied and is complying with all applicable federal, state and local laws and regulations, including, without limitation, the Applicable Requirements, with respect to, and which might result in a Material Adverse Effect, the Business and Assets being purchased by Purchaser hereunder or result in material liability or cost to Purchaser. None of the methods of services which Seller uses, offers, sells or provides in the course of conducting the Business infringes upon any intellectual property or intellectual property rights of others.

(d) by Seller if Purchaser breaches its obligations under this Agreement by failing to pay the Purchase Price when due in accordance with the terms hereof.

10.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 10.1 hereof, this Agreement shall forthwith become void, except for Sections 7.8 and 9.2 hereof, and there shall be no liability under this Agreement on the part of any Party hereto; provided, however, that termination of this Agreement pursuant to Section 10.1 hereof shall not release any Party from liability for its own misrepresentation or for any breach by it prior to such termination of any covenant, agreement or warranty contained herein.

ARTICLE XI MISCELLANEOUS

11.1 Survival. The representations, warranties, covenants and agreements contained in the Operative Documents shall survive the Closing Date, subject to the limitations or survival for the periods of time set forth in Sections 3.19 and 4.7 hereof, and shall not terminate prior thereto except as provided by law.

11.2 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

11.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which when assembled shall be deemed to be an original, but all of which shall be considered one and the same instrument.

11.4 Entire Agreement. The Operative Documents contain the entire agreement between the Parties and supersede all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth in the Operative Documents.

11.5 Rights Cumulative, Waivers. The rights of each of the Parties under this Agreement are cumulative, may be exercised as often as any Party considers appropriate and are in addition to each such Party's rights under any of the other Operative Documents or, except as otherwise modified herein, under law. The Parties may not waive or vary any right hereunder except by an express written waiver or variation. Any failure to exercise or any delay in exercising any of such rights, or any partial or defective exercise of such rights, shall not operate as a waiver or variation of that or any other such right.

11.6 Section Headings. The section and article headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.7 Notices. All notices and other communications hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given (i) when delivered, if sent by registered or certified mail (return receipt requested), (ii)

when delivered, if delivered personally or by telecopy or (iii) on the next business day, if sent by United States Express Mail or overnight courier, in each case to the Parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to Seller to:

New America Financial, Inc.
3131 Turtle Creek Blvd., Suite 1300
Dallas, TX 75129
Attention: Rick R. Hagelstein
Facsimile: 214-525-5252

with a copy to:

Haynes and Boone LLP
901 Main St., Suite 3100
Dallas, TX 75202
Attention: Paul H. Amiel, Esquire
Facsimile: 214-200-0555

If to Purchaser to:

AEGIS Mortgage Corporation
1111 Wilcrest Green, Suite 250
Houston, TX 77042
Attention: D. Richard Thompson,
President and Chief Executive Officer
Facsimile: 713-735-5287

with copy to:

Laurence E. Platt, Esquire
Kirkpatrick & Lockhart LLP
1800 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Facsimile: 202-778-9100

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to the choice of law principles thereof.

11.9 Severability. In the case any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or

unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

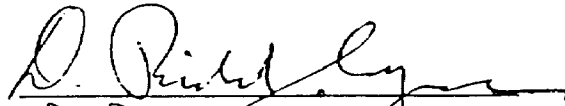
11.10 Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Seller may not assign or delegate its rights or duties hereunder without prior written approval of Purchaser.

11.11 Publicity. Any publicity relating to the transaction contemplated by this Agreement and the method of its release shall be approved by Seller and Purchaser and no publicity shall be released without such joint approval, unless otherwise required by law.

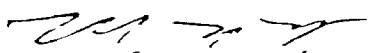
11.12 Schedules. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to effect the Closing hereunder is subject to Purchaser's acceptance of all of the schedules to this Agreement which are not attached to this Agreement on the date hereof.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties hereto by an authorized representative, all as of the day and year first above written.

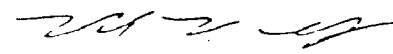
"PURCHASER"
AEGIS MORTGAGE CORPORATION

By: 
Name: D. Richard Thompson
Title: President

"SELLER"
NEW AMERICA FINANCIAL INC.

By: 
Name: Rick R. Hargelstein
Title: Chairman

HARBOR FINANCIAL MORTGAGE CORPORATION

By: 
Name: Rick R. Hargelstein
Title: Chairman

CALEDON CAPITAL INC.

By: *[Signature]*
Name: Mark E. Hargelstein
Title: Chairman

Schedule 2.1(i)

List of Intangible Property Rights

See Attached

**List of Parties that executed Confidentiality Agreements with
Sandler O'Neill Investment Banking Group**

**Aegis Mortgage Corporation
Union Planters
Matrix Capital Bank
Resource Bankshares Mortgage Group
Fleet Mortgage
Guaranty Federal Bank/Temple Inland Mortgage
Bank United
John Farrell
Stewart McFarland
First Nationwide Mortgage
National City Mortgage
GMAC/RFC
Washington Mutual**

Schedule 2.1(j)

List of Trade Names

None other than *New America* and *Caledon* and derivations thereof.