
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of Earliest Event Reported): **May 30, 2002**

AMERICA FIRST MORTGAGE INVESTMENTS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

1-13991
(Commission
File No.)

13-3974868
(IRS Employer
Identification No.)

399 Park Avenue, 36th Floor, New York, New York 10022
(Address of Principal Executive Office) (Zip Code)

Registrant's Telephone Number, Including Area Code: **(212) 935-8760**

Not Applicable
(Former name or former address, if changed since last report)

ITEM 5. OTHER EVENTS

On May 31, 2002, America First Mortgage Investment, Inc. (the "Company") issued a press release announcing the pricing of a public offering of its common stock. A copy of the press release dated May 31, 2002, is attached as an exhibit hereto and incorporated herein by reference.

ITEM 7. EXHIBITS

Exhibit 1.1 is filed with this Report pursuant to Regulation S-K Item 601 in lieu of filing such otherwise required exhibit to the registration statement on Form S-3 of the Registrant, file no. 333-70082, under the Securities Act of 1933, as amended (the "Registration Statement"), and which, as this Form 8-K filing is incorporated by reference in the Registration Statement, is set forth in full in the Registration Statement.

1.1 Underwriting Agreement dated May 30, 2002.

99.1 Press Release dated May 31, 2002.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICA FIRST MORTGAGE INVESTMENTS, INC.

By: /s/ STEWART ZIMMERMAN

Stewart Zimmerman
Chief Executive Officer

Date: June 4, 2002

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AMERICA FIRST MORTGAGE INVESTMENTS, INC.

9,000,000 Shares of Common Stock

UNDERWRITING AGREEMENT

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AMERICA FIRST MORTGAGE INVESTMENTS, INC.

9,000,000 Shares of Common Stock

UNDERWRITING AGREEMENT

May 30, 2002

FRIEDMAN, BILLINGS, RAMSEY & CO., INC.
RBC DAIN RAUSCHER INC.
JMP SECURITIES LLC
STIFEL, NICOLAUS & COMPANY, INCORPORATED
as Representatives of the several Underwriters
c/o Friedman, Billings, Ramsey & Co., Inc.
1001 19th Street North
Arlington, Virginia 22209

Dear Sirs:

America First Mortgage Investments, Inc., a Maryland corporation (the "Company"), confirms its agreement with Friedman, Billings, Ramsey & Co., Inc., RBC Dain Rauscher Inc., JMP Securities LLC and Stifel Nicolaus & Company, Incorporated and each of the other Underwriters listed on *Schedule I* hereto (collectively, the "Underwriters"), for whom Friedman, Billings, Ramsey & Co., Inc., RBC Dain Rauscher Inc., JMP Securities LLC and Stifel Nicolaus & Company, Incorporated are acting as representatives (in such capacity, the "Representatives"), with respect to (i) the sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of shares of common stock of the Company, \$0.01 par value per share (the "Common Shares"), set forth in *Schedule I* hereto and (ii) the grant by the Company to the Underwriters, acting severally and not jointly, of the option described in Section 1(b) hereof to purchase all or any part of 1,350,000 Common Shares to cover over-allotments, if any. The 9,000,000 Common Shares to be purchased by the Underwriters (the "Initial Shares") and all or any part of the 1,350,000 Common Shares subject to the option described in Section 1(b) hereof (the "Option Shares") are hereinafter called, collectively, the "Shares."

The Company understands that the Underwriters propose to make a public offering of the Shares as soon as the Underwriters deem advisable after this Agreement has been executed and delivered.

The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations thereunder (the "Securities Act Regulations"), with the Securities and Exchange Commission (the "Commission"), a registration statement on Form S-3 (No. 333-70082) (the "Registration

Statement") relating to the offering of up to \$300,000,000 of common stock and/or preferred stock by the Company from time to time pursuant to Rule 415 of the Securities Act. The Registration Statement, as declared effective on October 5, 2001, contains a prospectus and incorporates by reference documents which the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder (the "Exchange Act Regulations"). The Company has prepared a prospectus supplement (the "Prospectus Supplement") to the prospectus included as part of the Registration Statement setting forth the terms of the offering, sale and plan of distribution of the Shares and additional information concerning the Company and its business. The Company has furnished to the Representatives, for use by the underwriters and by dealers, copies of one or more preliminary prospectuses containing the prospectus included as part of the Registration Statement, as supplemented by a preliminary Prospectus Supplement dated May 23, 2002, and including the documents incorporated in such prospectus by reference (collectively, the "Preliminary Prospectus") relating to the Shares. Except where the context otherwise requires, the Registration Statement, as amended when it became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) of the Securities Act Regulations are collectively herein called the "Registration Statement," and the prospectus, including all documents

incorporated therein by reference, included in the Registration Statement, as supplemented by the Prospectus Supplement dated May 30, 2002, in the form filed by the Company with the Commission pursuant to Rule 424(b) of the Securities Act Regulations on or before the second business day following the date of this Agreement (or on such other day as the parties may mutually agree), is herein called the "Prospectus." Any reference herein to the Registration Statement, the Prospectus, any Preliminary Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the documents incorporated by reference therein, and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to refer to and include the filing after the execution hereof of any document with the Commission deemed to be incorporated by reference therein. For purposes of this Agreement, all references to the Registration Statement, the Prospectus, any Preliminary Prospectus or to any amendment or supplement thereto shall be deemed to include any copy filed with the Commission pursuant to its Electronic Data Gathering Analysis and Retrieval System ("EDGAR"), and such copy shall be identical in content to any Prospectus or Preliminary Prospectus delivered to the Underwriters for use in connection with the offering of the Shares.

The Company and the Underwriters agree as follows:

1. *Sale and Purchase:*

(a) *Initial Shares.* Upon the basis of the representations and warranties and other terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter agrees, severally and not jointly, to purchase from the Company at the purchase price per share of \$8.62225, the number of Initial Shares set forth in Schedule I opposite such Underwriter's name, plus any additional number of Initial Shares which such Underwriter may become obligated to purchase pursuant to the provisions of Section 8 hereof subject, in each case, to such adjustments among the Underwriters as the Representatives in their sole discretion shall make to eliminate any sales or purchases of fractional shares.

(b) *Option Shares.* In addition, upon the basis of the representations and warranties and other terms and conditions herein set forth, the Company hereby grants an option to each Underwriter, severally and not jointly, to purchase from the Company all or any part of the Option Shares at the purchase price per share set forth in paragraph (a) above plus, with respect to each Underwriter purchasing Option Shares, any additional number of Option Shares which such Underwriter may become obligated to purchase pursuant to the provisions of Section 8 hereof. The option hereby granted will expire 30 days after the date hereof and may be exercised in whole or in part from time to time only for the purpose of covering over-allotments, which may be made in connection with the offering and distribution of the Initial Shares, upon written notice by the Representatives to the Company setting forth the number of Option Shares as to which the several Underwriters are then exercising the option and the time and date of payment and delivery for such Option Shares. Any such time and date of delivery shall be determined by the Representatives, but shall not be later than three full business days (or earlier, without the consent of the Company, than two full business days) after the exercise of said option, nor in any event prior to the Closing Time (as defined in Section 2(a) below). If the option is exercised as to all or any portion of the Option Shares, each of the Underwriters, acting severally and not jointly, will purchase that proportion of the total number of Option Shares then being purchased which the number of Initial Shares set forth in *Schedule I* opposite the name of such Underwriter bears to the total number of Initial Shares, subject in each case to such adjustments as the Representatives in their sole discretion shall make to eliminate any sales or purchases of fractional shares.

(c) *Terms of Public Offering.* The Company is advised by you that the Shares are to be offered to the public initially at \$9.10 per share (the "Public Offering Price") and to certain dealers selected by you at a price that represents a concession not in excess of \$0.29 per share under the Public Offering

Price, and that any Underwriter may allow, and such dealers may reallow, a concession, not in excess of \$0.10 per share, to any Underwriter or to certain other dealers. The Underwriters may from time to time increase or decrease the Public Offering Price of the Shares after the initial public offering to such extent as the Underwriters may determine.

2. *Payment and Delivery:*

(a) *Initial Shares.* The Initial Shares to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior written notice to the Company, shall be delivered by or on behalf of the Company to the Representatives through the facilities of The Depository Trust Company ("DTC") for the account of each Underwriter, against payment by or on behalf of each Underwriter of the purchase price therefor by wire transfer of federal (same-day) funds to the account specified to the Representatives by the Company upon at least forty-eight hours' prior written notice. In the event that the Initial Shares are not to be delivered to the Representatives through the facilities of DTC, the Representatives will specify the manner of delivery required for the Initial Shares upon at least forty-eight hours' prior written notice to the Company. If the Initial Shares are not to be delivered through the facilities of DTC, the Company will cause the certificates representing the Shares to be made available for checking and packaging, if so requested in the notice given by the Representatives to the Company, at least twenty-four hours prior to the Closing Time with respect thereto. The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on June 5, 2002 or on such other time and date as the Company and the Representatives may agree upon in writing. The time at which such payment and delivery of the Initial Shares are actually made is hereinafter sometimes called the "Closing Time."

(b) *Option Shares.* Any Option Shares to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior written notice to the Company, shall be delivered by or on behalf of the Company to the Representatives through the facilities of DTC for the account of each Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of federal (same-day) funds to the account specified to the Representatives by the Company upon at least forty-eight hours' prior written notice. In the event that the Option Shares are not to be delivered to the Representatives through the facilities of DTC, the Representatives will specify the manner of delivery required for the Option Shares upon at least forty-eight hours' prior written notice to the Company. If the Option Shares are not to be delivered through the facilities of DTC, the Company will cause the certificates representing the Option Shares to be made available for checking and packaging, if so requested in the notice given by the Representatives to the Company, at least twenty-four hours prior to the Date of Delivery with respect thereto. The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on the date specified by the Representatives in the notice given by the Representatives to the Company of the Underwriters' election to purchase such Option Shares or on such other time and date as the

Company and the Representatives may agree upon in writing. The time at which such payment and delivery of the Option Shares are actually made is hereinafter sometimes called the "Date of Delivery."

3. *Representations and Warranties of the Company:* The Company represents and warrants to the Underwriters that:

(a) the Company has been duly incorporated and is validly existing and in good standing under the laws of the State of Maryland with all requisite corporate power and authority to own, lease and operate its assets, to conduct its business as now conducted and to authorize, execute and deliver this Agreement and to consummate the transactions described herein;

(b) the Company is duly qualified or registered to transact business in each jurisdiction in which it conducts its business as now conducted and in which the failure, individually or in the aggregate, to be

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so qualified or registered could reasonably be expected to have a material adverse effect on the assets, operations or condition (financial or otherwise) of the Company (a "Material Adverse Effect"); the Company is in good standing in each jurisdiction in which it maintains an office or in which the nature or conduct of its business as now conducted requires such qualification, except where the failure to be in good standing could not reasonably be expected to have a Material Adverse Effect;

(c) the Company has no "significant subsidiaries" (as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Securities Act Regulations) and does not own, directly or indirectly, any shares of stock or any other equity securities of any corporation or have any equity interest in any firm, partnership, joint venture, association or other entity, except that it owns (i) a 100% ownership interest in PF One Corporation, a Nebraska corporation ("PF One"), (ii) an 11.7% ownership interest in Lealand Place, LLC, a Georgia limited liability company ("Lealand"), (iii) a 95% ownership interest (represented by 100% of the nonvoting preferred stock) in Retirement Centers Corporation, a Delaware corporation ("RCC"), which in turn owns a 100% ownership interest in Greenhouse Holdings, LLC, a Nebraska limited liability company ("Greenhouse"), and a 88.3% ownership interest in Lealand, (iv) a 99% limited partner interest in Morrowood Associates, Ltd., a Georgia limited partnership ("Morrowood"), (v) a 50% limited partner interest in Harmony Bay Associates, Ltd., a Georgia limited partnership ("Harmony Bay"), (vi) a 99% limited partner interest in Owings Chase Limited Partnership, a Maryland limited partnership ("Owings Chase"), and (vii) a 96.55% limited partner interest in Gold Key Venture, a Georgia limited partnership ("Gold Key" and, together with Lealand, Greenhouse, Morrowood, Harmony Bay and Owings Chase, the "Property Entities," and, together with PF One and RCC, the "Subsidiaries"); and, to the Company's knowledge, each of the Subsidiaries has been duly formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of its respective jurisdiction of formation or incorporation with all requisite power and authority to own, lease and operate its respective assets and to conduct its respective business as now conducted;

(d) to the Company's knowledge, the Subsidiaries are duly qualified or registered to transact business in each jurisdiction in which they conduct their respective businesses as now conducted and in which the failure, individually or in the aggregate, to be so qualified or registered could reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, the Subsidiaries are in good standing in each jurisdiction in which they maintain an office or in which the nature or conduct of their respective businesses as now conducted requires such qualification, except where the failure to be in good standing could not reasonably be expected to have a Material Adverse Effect;

(e) the Company and, to the Company's knowledge, the Subsidiaries are in compliance in all respects with all applicable laws, rules, regulations, orders, decrees and judgments, except where noncompliance could not reasonably be expected to have a Material Adverse Effect;

(f) neither the Company nor, to the Company's knowledge, any of the Subsidiaries is in breach of, or in default under (nor has any event occurred which with notice, lapse of time, or both would constitute a breach of, or default under), its respective charter, by-laws, certificate of limited liability company, agreement of limited liability company, certificate of limited partnership or partnership agreement, as the case may be, or in the performance or observance of any obligation, agreement, covenant or condition contained in any license, advisory agreement, management agreement, indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which any of them or their respective assets or properties are bound, except for such breaches or defaults which could be reasonably expected to not have a Material Adverse Effect, and the issuance, sale and delivery by the Company of the Shares, the execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby will not conflict with, or result in any breach of, or constitute a default under (nor constitute any event which with notice, lapse of time, or both would constitute a breach of, or default under), (i) any provision of the charter or by-laws of the Company, (ii) to the Company's knowledge,

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any provision of the charter, by-laws, certificate of limited liability company, agreement of limited liability company, certificate of limited partnership or partnership agreement, as the case may be, of any of the Subsidiaries, (iii) any provision of any license, advisory agreement, management agreement, indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Company is a party or by which it or its assets or properties may be bound or affected, (iv) to the Company's knowledge, any provision of any license, advisory agreement, management agreement, indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which any of the Subsidiaries is a party or by which any of them or their respective assets or properties may be bound or affected, (v) any federal, state, local or foreign law, regulation or rule or any decree, judgment or order applicable to the Company, or (vi) to the Company's knowledge, any federal, state, local or foreign law, regulation or rule or any decree, judgment or order applicable to any of the Subsidiaries, except in the case of clauses (ii), (iii), (iv) and (vi) for such breaches or defaults which could be reasonably expected to not have a Material Adverse Effect;

(g) the Company has full corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated herein; this Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that (i) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity, and (ii) the indemnification and contribution provisions of Section 9 hereof may be limited by federal or state securities laws and public policy considerations in respect thereof;

(h) the Shares have been duly and validly authorized by the Company for issuance and sale pursuant to this Agreement and, when issued and delivered against payment therefor as provided in this Agreement, will be validly issued, fully paid and non-assessable; the issuance of the Shares will not be subject to any preemptive or similar rights; except as contemplated herein, no person or entity holds a right to participate in the registration under the Securities Act of the Shares pursuant to the Registration Statement; except for registration rights granted to certain former shareholders of America First Mortgage Advisory Corporation, a Maryland corporation ("America First"), in connection with the consummation of the transactions contemplated in that certain Agreement and Plan of Merger, dated September 24, 2001, among the Company, America First and the other parties thereto (the "Merger Agreement"), no person or entity has a right to require the Company to register any capital stock of the Company owned by such person or entity under the Securities Act; no person or entity has a right of participation or first refusal with respect to the sale of the Shares by the Company; the form of certificates evidencing the Shares complies with all applicable legal requirements and, in all material respects, with all applicable requirements of the charter and by-laws of the Company and the requirements of the New York Stock Exchange;

(i) no approval, authorization, consent or order of or filing with any federal, state or local governmental or regulatory commission, board, body, authority or agency is required in connection with the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby or the sale and delivery of the Shares as contemplated hereby other than (i) such as have been obtained, or will have been obtained at the Closing Time or the applicable Date of Delivery, as the case may be, under the Securities Act or the Exchange Act, (ii) such approvals as have been obtained in connection with the approval of the listing of the Shares on the New York Stock Exchange, (iii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Shares are being offered by the Underwriters, and (iv) any approvals required by the National Association of Securities Dealers, Inc.;

(j) each of the Company and, to the Company's knowledge, the Subsidiaries has all necessary licenses, authorizations, consents and approvals and has made all necessary filings required under any federal, state or local law, regulation or rule, and has obtained all necessary authorizations, consents

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and approvals from other persons required in order to conduct their respective businesses, except to the extent that any failure to have any such licenses, authorizations, consents or approvals, to make any such filings or to obtain any such authorizations, consents or approvals could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; neither the Company nor, to the Company's knowledge, any of the Subsidiaries is in violation of, in default under, or has received any written notice regarding a possible violation, default or revocation of any such license, authorization, consent or approval or any federal, state, local or foreign law, regulation or rule or any decree, order or judgment applicable to the Company or any of the Subsidiaries, the effect of which could reasonably be expected to have a Material Adverse Effect; and no such license, authorization, consent or approval contains a burdensome restriction material to the Company that is not adequately disclosed in the Registration Statement and the Prospectus;

(k) the Registration Statement has become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are threatened by the Commission, and any request on the part of the Commission for additional information has been complied with;

(l) the Company and the transactions contemplated by this Agreement meet the requirements and conditions for using a registration statement on Form S-3 under the Securities Act, set forth in the General Instructions to Form S-3; the Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Securities Act and the Securities Act Regulations; the Registration Statement and any amendment or supplement thereto, when it became or becomes effective, and the Prospectus and any amendment or supplement thereto, on the date of filing thereof with the Commission, at the Closing Time and at the applicable Date of Delivery, conformed or will conform in all material respects with the requirements of the Securities Act and the Securities Act Regulations and, in each case, present, or will present, fairly the information required to be shown; the Registration Statement did not, and any amendment thereto will not, in each case as of the applicable effective date, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and the Preliminary Prospectus did not as of the filing date contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the Prospectus or any amendment or supplement thereto will not, as of the applicable filing date and at the Closing Time and on each Date of Delivery (if any), contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no warranty or representation with respect to any statement contained in the Registration Statement or the Prospectus in reliance upon and in conformity with the information concerning the Underwriters and furnished in writing by or on behalf of the Underwriters through the Representatives to the Company expressly for use in the Registration Statement or the Prospectus (that information being limited to that described in the last sentence of the first paragraph of Section 9(b) hereof);

(m) the Preliminary Prospectus was, and the Prospectus delivered to the Underwriters for use in connection with this offering will be, identical to the versions of the Preliminary Prospectus and Prospectus created to be transmitted to the Commission for filing via EDGAR, except to the extent permitted by Regulation S-T;

(n) each document incorporated by reference or deemed to be incorporated by reference in the Registration Statement and in the Prospectus, when each became effective or was filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the Securities Act Regulations and the Exchange Act Regulations, and none of such documents contained an untrue statement of a material fact or

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omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement and the Prospectus or any further amendment or supplement thereto, when such documents 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 or the Exchange Act, as applicable, and the Securities Act Regulations and the Exchange Act Regulations and will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(o) all legal or governmental proceedings, contracts or documents which are material and of a character required to be filed as exhibits to the Registration Statement or to be summarized or described in the Prospectus have been so filed, summarized or described as required;

(p) there are no actions, suits, proceedings, inquiries or investigations pending or, to the Company's knowledge, threatened against the Company or any of its officers and directors or to which its properties or assets is subject, at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority, arbitration panel or agency which could reasonably be expected to result in a judgment, decree, award or order having a Material Adverse Effect, or which could adversely affect the consummation of the transactions contemplated by this Agreement in any material respect;

(q) to the Company's knowledge, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against any of the Subsidiaries or any of their respective officers and directors or to which the properties or assets of any such entity is subject, at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority, arbitration panel or agency which could reasonably be expected to result in a judgment, decree, award or order having a Material Adverse Effect, or which could adversely affect the consummation of the transactions contemplated by this Agreement in any material respect;

(r) the financial statements, including the notes thereto, included in the Registration Statement and the Prospectus or incorporated by reference therein present fairly the financial position of the Company as of the dates indicated and the results of operations and changes in financial position and cash flows of the Company for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis during the periods involved (except as indicated in the notes thereto); the financial statement schedules included in the Registration Statement and the Prospectus or incorporated by reference therein fairly present the information shown therein; no other financial statements or schedules are required by the Securities Act or the Securities Act Regulations to be included in the Registration Statement or Prospectus or incorporated by reference therein;

(s) PricewaterhouseCoopers LLP, whose report on the audited financial statements of the Company is included as part of the Registration Statement and Prospectus, or is incorporated by reference therein, are and were during the periods covered by their report independent public accountants within the meaning of the Securities Act and the Securities Act Regulations;

(t) subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, and except as may be otherwise stated in the Registration Statement or Prospectus, there has not been (i) any material adverse change in the assets, operations, business or condition (financial or otherwise), present or prospective, of the Company, whether or not arising in the ordinary course of business, (ii) any transaction, which is material to the Company, planned or entered into by the Company or, to the Company's knowledge, any of the Subsidiaries, except transactions arising in the ordinary course of business, (iii) any obligation, contingent or otherwise, directly or indirectly incurred by the Company or, to the Company's knowledge, any of the Subsidiaries,

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which is material to the Company, except transactions arising in the ordinary course of business, or (iv) except in accordance with the Company's past practice as disclosed in the Registration Statement and the Prospectus, any dividend or distribution of any kind declared, paid or made with respect to the capital stock of the Company;

(u) the authorized Common Shares of the Company conform in all material respects to the description thereof contained in the Prospectus; the Company has an authorized, issued and outstanding capitalization as set forth in the Prospectus under the caption "Capitalization" as of the date stated in such section; immediately after the Closing Time, 44,823,601 Common Shares will be issued and outstanding (subject to the Underwriters' option described in Section 1(b) hereof) and no shares of any other class of capital stock will be issued and outstanding. All of the issued and outstanding shares of common stock of the Company have been duly authorized and are validly issued, fully paid and non-assessable, and have been offered, sold and issued by the Company in compliance with all applicable laws (including, without limitation, federal and state securities laws); none of the issued shares of common stock of the Company have been issued in violation of any preemptive or similar rights granted by the Company; except (i) for the issuance by the Company of Common Shares to its current and former directors in recognition of services rendered consistent with past practices of the Company, (ii) for the issuance of Common Shares pursuant to the Company's Discount Waiver, Direct Stock Purchase and Dividend Reinvestment Plan (the "DRSPP") or (iii) as otherwise disclosed in the Prospectus, there is no outstanding option, warrant or other right calling for the issuance of, and no commitment, plan or arrangement to issue, any Common Shares of the Company or any security convertible into or exchangeable for Common Shares of the Company;

(v) each of the Company and its officers and directors have not, directly or indirectly, (i) taken, and will not take any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares; or (ii) except for the public offering completed in the fourth quarter of 2001 and the public offering completed in the first quarter of 2002, since the filing of the Registration Statement (A) sold, bid for, purchased, or paid anyone any compensation for soliciting purchases of, the Shares or (B) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company;

(w) neither the Company nor any of its affiliates (i) is required to register as a "broker" or "dealer" in accordance with the provisions of the Exchange Act or the Exchange Act Regulations, or (ii) directly, or indirectly through one or more intermediaries, controls or has any other association with (within the meaning of Article 1 of the By-laws of the National Association of Securities Dealers, Inc. (the "NASD")) any member firm of the NASD;

(x) the Company has not relied upon the Representatives or legal counsel for the Representatives for any legal, tax or accounting advice in connection with the offering and sale of the Shares;

(y) any certificate signed by any officer of the Company delivered to the Representatives or to counsel for the Underwriters pursuant to or in connection with this Agreement shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby;

(z) as of the date of this Agreement, the investment portfolio (other than cash and cash equivalents) of the Company consists primarily of adjustable-rate mortgage-backed securities; as of the date of this Agreement and except as otherwise disclosed in the Prospectus, the Company has no plan or intention to materially alter its stated investment policies and operating policies and strategies, as such are described in the Prospectus and the Company's Annual Report on Form 10-K for the year ended December 31, 2001, including making any change to any stated investment percentages or guidelines or the stated assets-to-equity ratio currently employed by the Company; the Company has good and marketable title to all properties and assets owned directly by the Company, in each case free and clear of all liens, security interests, pledges, charges, encumbrances, mortgages and defects (except

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for any security interest, lien encumbrance or claim that may otherwise exist under any applicable repurchase agreement disclosed in the Prospectus), except such as do not interfere with the use made or proposed to be made of such asset or property by the Company; the Company does not directly own any real property; any real property and buildings held under lease by the Company are held under valid, existing and enforceable leases, with such exceptions, liens, security interests, pledges, charges, encumbrances, mortgages and defects, as are not material and do not interfere with the use made or proposed to be made of such property and buildings by the Company;

(aa) to the Company's knowledge, the Property Entities have good and marketable title in fee simple to all real property and good title to all personal property owned by them, in each case free and clear of all liens, security interests, pledges, charges, encumbrances, mortgages and defects, except such as do not materially and adversely affect the value of such property and do not interfere with the use made or proposed to be made of such property by the Property Entities; to the Company's knowledge, any real property and buildings held under lease by the Properties Entities are held under valid, existing and enforceable leases, with such exceptions, liens, security interests, pledges, charges, encumbrances, mortgages and defects, as are not material and do not interfere with the use made or proposed to be made of such property and buildings by the Property Entities; to the Company's knowledge, the Property Entities have obtained, respectively, an owner's title insurance policy, from a title insurance company licensed to issue such policy, on each real property owned by such Property Entity, that insures such Property Entity's fee or leasehold interest in such real property, with coverage in an amount at least equal to the fair market value of such fee or leasehold interest in the real property, or a lender's title insurance policy insuring the lien of its mortgage securing the real property with coverage equal to the maximum aggregate principal amount of any indebtedness held by the Property Entity and secured by the real property;

(bb) to the knowledge of the Company, there are no statutes or regulations applicable to the Company or any of the Subsidiaries or certificates, permits or other authorizations from governmental regulatory officials or bodies required to be obtained or maintained by the Company or any of the Subsidiaries of a character required to be disclosed in the Registration Statement or the Prospectus which have not been so disclosed and properly described therein; all agreements between the Company and third parties expressly referenced in the Prospectus are legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity;

(cc) the Company and, to the Company's knowledge, each Subsidiary owns or possesses adequate license or other rights to use all patents, trademarks, service marks, trade names, copyrights, software and design licenses, trade secrets, manufacturing processes, other intangible property rights and know-how, if any (collectively "Intangibles"), necessary to entitle the Company and each Subsidiary to conduct its business as described in the Prospectus, and neither the Company nor, to the Company's knowledge, any

Subsidiary has received notice of infringement of or conflict with (and knows of no such infringement of or conflict with) asserted rights of others with respect to any Intangibles which could have a Material Adverse Effect;

(dd) each of the Company, PF One and RCC and, to the Company's knowledge, the Property Entities has filed on a timely basis all necessary federal, state, local and foreign income and franchise tax returns, if any such returns were required to be filed, through the date hereof and have paid all taxes shown as due thereon; and no tax deficiency has been asserted against the Company, PF One or RCC or, to the Company's knowledge, any of the Property Entities, nor does the Company, PF One or RCC or, to the Company's knowledge, any of the Property Entities know of any tax deficiency which is likely to be asserted against any such entity which, if determined adversely to any such entity, could have a Material Adverse Effect; all tax liabilities, if any, are adequately provided for on the books of

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the Company, PF One and RCC, respectively, and, to the Company's knowledge, all tax liabilities, if any, are adequately provided for on the respective books of the Property Entities;

(ee) the Company and, to the Company's knowledge, each of the Subsidiaries maintains insurance (issued by insurers of recognized financial responsibility) of the types and in the amounts generally deemed adequate, if any, for their respective businesses and consistent with insurance coverage maintained by similar companies in similar businesses, including, but not limited to, insurance covering real and personal property owned or leased by the Company and the Subsidiaries against theft, damage, destruction, acts of vandalism and all other risks customarily insured against, all of which insurance is in full force and effect;

(ff) except as otherwise disclosed in the Prospectus, neither the Company nor, to the Company's knowledge, any of the Property Entities has authorized or conducted or has knowledge of the generation, transportation, storage, presence, use, treatment, disposal, release, or other handling of any hazardous substance, hazardous waste, hazardous material, hazardous constituent, toxic substance, pollutant, contaminant, asbestos, radon, polychlorinated biphenyls ("PCBs"), petroleum product or waste (including crude oil or any fraction thereof), natural gas, liquefied gas, synthetic gas or other material defined, regulated, controlled or potentially subject to any remediation requirement under any environmental law (collectively, "Hazardous Materials"), on, in, under or affecting any real property currently leased or owned or by any means controlled by the Company or the Property Entities, including any real property underlying any loan held by the Property Entities (collectively, the "Real Property"), except in material compliance with applicable laws; to the knowledge of the Company, (i) the Real Property, and the operations of the Company and the Property Entities with respect to the Real Property, are in compliance with all federal, state and local laws, ordinances, rules, regulations and other governmental requirements relating to pollution, control of chemicals, management of waste, discharges of materials into the environment, health, safety, natural resources, and the environment (collectively, "Environmental Laws"), and (ii) the Company and the Property Entities are in material compliance with, all licenses, permits, registrations and government authorizations necessary to operate under all applicable Environmental Laws; neither the Company nor, to the Company's knowledge, any of the Property Entities has received any written or oral notice from any governmental entity or any other person and there is no pending or threatened claim, litigation or any administrative agency proceeding that: (A) alleges a violation of any Environmental Laws by the Company or any of the Property Entities, (B) alleges that the Company or any of the Property Entities is a liable party or a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., or any state superfund law, (C) has resulted in or could result in the attachment of an environmental lien on any of the Real Property, or (D) alleges that the Company or any of the Property Entities is liable for any contamination of the environment, contamination of the Real Property, damage to natural resources, property damage, or personal injury based on their activities or the activities of their predecessors or third parties (whether at the Real Property or elsewhere) involving Hazardous Materials, whether arising under the Environmental Laws, common law principles, or other legal standards;

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(gg) neither the Company nor, to the best of the Company's knowledge, any officer or director or agent purporting to act on behalf of the Company has at any time (i) made any contributions to any candidate for political office, or failed to disclose fully any such contributions, in violation of law, (ii) made any payment to any state, federal or foreign governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable law, (iii) made any payment outside the ordinary course of business to any investment officer or loan broker or person charged with similar duties of any entity to which the Company sells or from which the Company buys loans or servicing arrangements for the purpose of influencing such agent, officer, broker or person to buy loans or servicing arrangements from or sell loans to the Company, (iv) engaged in any transactions, maintained any bank account or used any corporate funds except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company or (v) made any payment of funds of the Company or received or retained any funds in violation of any law, rule or regulation or of a character required to be disclosed in the Prospectus;

(hh) except as otherwise disclosed in the Prospectus, there are no material outstanding loans or advances or material guarantees of indebtedness by the Company or, to the Company's knowledge, any of the Subsidiaries to or for the benefit of any of the officers or directors of the Company or any of the Subsidiaries or any of the members of the families of any of them;

(ii) the Company is organized and operates in conformity with the requirements for qualification as a real estate investment trust (a "REIT") under the Internal Revenue Code of 1986, as amended (the "Code"), and the Company's proposed method of operation will enable it to meet the requirements for qualification and taxation as a REIT under the Code;

(jj) the Shares have been approved for listing, upon official notice of issuance, on the New York Stock Exchange;

(kk) in connection with this offering, the Company has not offered and will not offer any Common Shares or any other securities convertible into or exchangeable or exercisable for Common Shares in a manner in violation of the Securities Act or the Securities Act Regulations; the Company has not distributed and will not distribute any Prospectus or other offering material in connection with the offer and sale of the Shares, except as contemplated herein;

(ll) to the knowledge of the Company, each of the properties comprising the Real Property is in compliance with all presently applicable provisions of the Americans with Disabilities Act, except for any failures to comply which would not, individually or in the aggregate, have a Material Adverse Effect;

(mm) the Company is not, or solely as a result of transactions contemplated hereby and the application of the proceeds from the sale of the Shares, will not become an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "1940 Act");

(nn) the Company has not incurred any liability for any finder's fees or similar payments in connection with the transactions herein contemplated, except as may otherwise exist with respect to the Underwriters pursuant to this Agreement; and

(oo) to the Company's knowledge, no general labor problem exists or is imminent with the employees of the Company or any of its Subsidiaries.

4. *Certain Covenants of the Company:* The Company hereby covenants with each Underwriter:

(a) to furnish such information as may be required and otherwise to cooperate in qualifying the Shares for offering and sale under the securities or blue sky laws of such states as the Representatives may designate and to maintain such qualifications in effect as long as required for the distribution of

the Shares; provided that the Company shall not be required to qualify as a foreign corporation or to consent to the service of process under the laws of any such state (except service of process with respect to the offering and sale of the Shares);

(b) if, at the time this Agreement is executed and delivered, it is necessary for a post-effective amendment to the Registration Statement to be declared effective before the offering of the Shares may commence, the Company will endeavor to cause such post-effective amendment to become effective as soon as possible and will advise the Representatives promptly and, if requested by the Representatives, will confirm such advice in writing, when such post-effective amendment has become effective;

(c) to prepare the Prospectus in a form approved by the Underwriters and file such Prospectus with the Commission pursuant to Rule 424(b) under the Securities Act Regulations on or before the second business day following the execution and delivery of this Agreement and to furnish promptly (and with respect to the initial delivery of such Prospectus, not later than 10:00 a.m. (New York City time) on the second day following the execution and delivery of this Agreement or such other day as the parties hereto may mutually agree) to the Underwriters as many copies of the Prospectus (or of the Prospectus as amended or supplemented if the Company shall have made any amendments or supplements thereto after the effective date of the Registration Statement) as the Underwriters may reasonably request for the purposes contemplated by the Securities Act Regulations, which Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the version created to be transmitted to the Commission for filing via EDGAR, except to the extent permitted by Regulation S-T;

(d) to advise the Representatives promptly and (if requested by the Representatives) to confirm such advice in writing when, prior to the termination of the underwriting syndicate contemplated by this Agreement, any post-effective amendment to the Registration Statement becomes effective under the Securities Act Regulations;

(e) to advise the Representatives, prior to the termination of the underwriting syndicate contemplated by this Agreement, immediately, confirming such advice in writing, of (i) the receipt of any comments from, or any request by, the Commission for amendments or supplements to the Registration Statement or Prospectus or for additional information with respect thereto, or (ii) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus, or of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes and, if the Commission or any other government agency or authority should issue any such order, to make every reasonable effort to obtain the lifting or removal of such order as soon as possible; to advise the Representatives, prior to the termination of the underwriting syndicate contemplated by this Agreement, promptly of any proposal to amend or supplement the Registration Statement or Prospectus and, prior to the termination of the underwriting syndicate contemplated by this Agreement, to file no such amendment or supplement to which the Representatives shall reasonably object in writing;

(f) prior to the termination of the underwriting syndicate contemplated by this Agreement, to file promptly with the Commission any amendment to the Registration Statement 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;

(g) to furnish to the Representatives and, upon request, to each of the other Underwriters for a period of five years from the date of this Agreement (i) as soon as available, copies of all annual, quarterly and current reports or other communications supplied to holders of Common Shares, (ii) as soon as practicable after the filing thereof, copies of all reports filed by the Company with the

Commission, the NASD or any securities exchange and (iii) such other publicly available information as the Representatives may reasonably request regarding the Company;

(h) to advise the Underwriters promptly during any period of time in which a prospectus relating to the Shares is required to be delivered under the Securities Act Regulations (i) of any material change in the Company's assets, operations, business or condition (financial or otherwise) or (ii) of the happening of any event which would require the making of any change in the Prospectus then being used so that the Prospectus would not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and, during such time, to prepare and furnish, at the Company's expense, to the Underwriters promptly such amendments or supplements to the Prospectus as may be necessary to reflect any such change;

(i) to furnish promptly to the Representatives such number of conformed copies of the Registration Statement, as initially filed with the Commission, and of all amendments or supplements thereto (including all exhibits filed therewith) as the Underwriters may reasonably request;

(j) to use its best efforts to furnish to the Underwriters, not less than two business days before filing with the Commission, during any period of time in which a prospectus relating to the Shares is required to be delivered under the Securities Act Regulations, a copy of any document proposed to be filed with the Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act;

(k) to apply the net proceeds of the sale of the Shares substantially in accordance with its statements under the caption "Use of Proceeds" in the Prospectus;

(l) to make generally available to its stockholders as soon as practicable, but in any event not later than the end of the fiscal quarter first occurring after the first anniversary of the date upon which the Prospectus Supplement is filed pursuant to Rule 424(b) under the Securities Act Regulation, an earnings statement complying with the provisions of Section 11(a) of the Securities Act (in form, at the option of the Company, complying with the provisions of Rule 158 of the Securities Act Regulations) covering a period of 12 months beginning on the date upon which the Prospectus Supplement is filed pursuant to Rule 424(b) under the Securities Act Regulation;

(m) to use its best efforts to effect and maintain the listing of the Shares on the New York Stock Exchange and to file with the New York Stock Exchange all documents and notices required by the New York Stock Exchange of companies that have securities that are listed on the New York Stock Exchange;

(n) except in the ordinary course of business in connection with (w) the granting of options pursuant to the Company's 1997 Employee Stock Option Plan (not to exceed 400,000 options), (x) the payment in stock to directors of the Company of a portion of their annual or other directors fees, (y) the filing of any registration statement, including any amendment thereto, pursuant to the registration rights granted to certain stockholders in accordance with the Merger Agreement, and (z) the filing of any registration statement, including any amendment thereto, relating to the DRSP to be instituted by the Company, to refrain during a period of 60 days from the date of this Agreement, without the prior written consent of the Representatives, from (i) offering, selling, contracting to sell, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option for the sale of, or otherwise disposing of or transferring, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares, or filing any registration statement under the Securities Act with respect to any of the foregoing or (ii) entering into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Shares, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares or such other securities, in cash or otherwise; the foregoing sentence shall not apply to (A) the Shares to be

sold hereunder, (B) any Common Shares issued by the Company upon the exercise of an option outstanding on the date hereof or upon the exercise of any option granted in the ordinary course of business as provided herein or (C) any Common Shares issued by the Company pursuant to the DRSP;P;

(o) to maintain a transfer agent and, if necessary under the jurisdiction of formation of the Company, a registrar (which may be the same entity as the transfer agent) for its Common Shares;

(p) to use its best efforts to continue to meet the requirements to qualify as a real estate investment trust under the Code;

(q) to comply with all of the provisions of any undertakings in the Registration Statement;

(r) to conduct its affairs in such a manner so as to ensure that the Company will not be an "investment company" or an entity "controlled" by an investment company within the meaning of the 1940 Act;

(s) if at any time during the 30-day period after the execution of this Agreement, any rumor, publication or event relating to or affecting the Company shall occur as a result of which in the Representatives' reasonable opinion the market price of the Common Shares has been or is likely to be materially affected (regardless of whether such rumor, publication or event necessitates a supplement to or amendment of the Prospectus) and after written notice from the Representatives advising the Company to the effect set forth above, to forthwith prepare, consult with the Representatives concerning the substance of, and disseminate a press release or other public statement, in compliance with the Securities Act, the Securities Act Regulations and other applicable laws and reasonably satisfactory to the Representatives, responding to or commenting on such rumor, publication or event; and

(t) to maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

5. *Payment of Expenses:*

(a) The Company agrees to pay all costs and expenses incident to the performance of the Company's obligations under this Agreement whether or not the transactions contemplated hereunder are consummated or this Agreement terminated, including, but not limited to, all fees and expenses of and filing with the Commission and the NASD; all expenses in connection with the registration or qualification of the Shares for offer and sale under the securities or blue sky laws of the several states and all costs of printing or producing any preliminary and supplemental blue sky memoranda in connection therewith (excluding the fees and disbursements of counsel for the Underwriters in connection with such registration or qualification and memoranda relating thereto), fees and disbursements of counsel and accountants for the Company, and printing costs, including costs of printing the Prospectus, and any amendments thereto, all underwriting documents, a reasonable quantity of Prospectuses requested by the Representatives, and the Company's road show costs and expenses.

(b) If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters

as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the transactions contemplated herein; provided, however, that the Company shall have no obligation to reimburse the Underwriters pursuant to this Section 5(b) for any out-of-pocket expenses in excess of a total of \$40,000 in the aggregate.

6. *Conditions of the Underwriters' Obligations:* The obligations of the Underwriters hereunder are subject to (i) the accuracy of the representations and warranties on the part of the Company in all material respects on the date hereof and at the Closing Time and on each Date of Delivery, (ii) the performance by the Company of its obligations hereunder in all material respects, and (iii) the following further conditions:

(a) If, at the time this Agreement is executed and delivered, it is necessary for a post-effective amendment to the Registration Statement to be declared effective before the offering of the Shares may commence, such post-effective amendment shall have become effective not later than 5:30 p.m., New York City time, on the date hereof, or at such later date and time as shall be consented to in writing by you.

(b) The Company shall furnish to the Underwriters at the Closing Time and on each Date of Delivery an opinion of Clifford Chance Rogers & Wells LLP, counsel for the Company, addressed to the Underwriters and dated the Closing Time and each Date of Delivery and in form reasonably satisfactory to Winston & Strawn, counsel for the Underwriters, to the effect that:

(i) the Company has an authorized capitalization as of June 5, 2002 as set forth in the Prospectus Supplement under the caption "Capitalization;" the outstanding Common Shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable; except as disclosed in the Prospectus, there are no authorized and validly issued (A) securities or obligations of the Company convertible into or exchangeable for any Common Shares of the Company or (B) warrants, rights or options to subscribe for or purchase from the Company any Common Shares, other capital stock or any convertible or exchangeable securities or obligations; except as set forth in the Prospectus or contemplated by, or described in, this Agreement, there are no outstanding obligations of the Company to issue any Common Shares, other capital stock or any convertible or exchangeable securities or obligation, or any warrants, rights or options;

(ii) the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland with the requisite corporate power and authority to own its assets and to conduct its business as described in the Prospectus and to execute and deliver this Agreement and to consummate the transactions described herein;

(iii) the Company is duly qualified in or registered by, and is in good standing in, each jurisdiction in which the failure, individually or in the aggregate, to be so qualified could reasonably be expected to have a Material Adverse Effect, to such counsel's knowledge, other than PF One, RCC and the Property Entities, the Company does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or any ownership interest in any limited liability company, partnership, joint venture or other association;

(iv) to such counsel's knowledge, the Company is in compliance in all respects with all applicable laws, rules, regulations and orders, except as may be described in the Prospectus or such as in the aggregate that could not reasonably be expected to have a Material Adverse Effect;

(v) to such counsel's knowledge, except as disclosed in the Prospectus, the Company is not in material breach of, or in material default under (nor has any event occurred which with notice, lapse of time, or both, would constitute a material breach of, or material default under) its charter or by-laws or in the performance or observation of any obligation, agreement, covenant, or condition contained in any license, indenture, mortgage, deed of trust, loan or credit agreement or

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any other agreement or instrument to which the Company is a party or by which the Company or its assets (other than the Company's direct and indirect interests in the Subsidiaries) may be bound or affected, except such breaches or defaults which would not have a Material Adverse Effect;

(vi) the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated under this Agreement do not conflict with, or result in any breach of, or constitute a default under (nor constitute any event which with notice, lapse of time, or both, would constitute a breach of or default under), (i) any provisions of the charter or by-laws of the Company, (ii) to such counsel's knowledge, any provision of any license, indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Company is a party or by which the Company or its assets (other than the Company's direct and indirect interests in the Subsidiaries) may be bound or affected, or (iii) to such counsel's knowledge, any law or regulation or any decree, judgment or order applicable to the Company (other than state and foreign securities or blue sky laws and the rules and regulations of the NASD, as to which counsel need express no opinion, or the federal securities laws, as to which counsel need express only that nothing has come to its attention to lead it to believe that such a violation has or will occur), except in the case of clauses (ii) and (iii) for such conflicts, breaches or defaults, laws, regulations, decrees, judgments or orders, which individually or in the aggregate, could not be reasonably expected to have a Material Adverse Effect;

(vii) the Company has full corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated herein; this Agreement has been duly authorized, executed and delivered by the Company;

(viii) no approval, authorization, consent or order of or filing with any federal or state governmental or regulatory commission, board, body, authority or agency is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby by the Company, other than such as have been obtained or made under the Securities Act or the Exchange Act and such approvals as have been obtained in connection with the listing of the Shares on the New York Stock Exchange and except that such counsel need express no opinion as to any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Shares are being offered by the Underwriters or any approval of the underwriting terms and arrangements by the NASD;

(ix) to such counsel's knowledge, the Company has all necessary licenses, authorizations, consents and approvals and has made all necessary filings required under any federal, state or local law, regulation or rule, and has obtained all necessary authorizations, consents and approvals from other persons, required to conduct its business, as described in the Prospectus, except to the extent that any failure to have any such authorizations, consents or approvals would not, individually or in the aggregate, have a Material Adverse Effect; to such counsel's knowledge, the Company is not in violation of, in default under, or has received any notice regarding a possible violation, default or revocation of any such license, authorization, consent or approval or any federal, state, local or foreign law, regulation or decree, order or judgment applicable to the Company, the effect of which could have a Material Adverse Effect;

(x) the Shares have been duly authorized and, when the Shares have been issued and duly delivered against payment therefor as contemplated by this Agreement, will be validly issued, fully paid and nonassessable, and, except for any action that may have been taken by the holder thereof, free and clear of any pledge, lien, encumbrance, security interest or other claim;

(xi) the issuance and sale of the Shares by the Company is not subject to preemptive or other similar rights arising by operation of the General Corporation Law of the State of Maryland (the

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"MGCL"), under the charter or by-laws of the Company or under any agreement known to such counsel to which the Company is a party;

(xii) to such counsel's knowledge, except as otherwise described in the Prospectus or this Agreement, there are no persons with registration or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the Securities Act;

(xiii) the form of certificate used to evidence the Shares complies in all material respects with all applicable requirements of the MGCL, with any applicable requirements of the charter and bylaws of the Company and the applicable requirements of the New York Stock Exchange;

(xiv) the Registration Statement has been declared effective under the Securities Act and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and, to such counsel's knowledge, no proceedings with respect thereto have been commenced or threatened by the Commission;

(xv) as of the effective date of the Registration Statement, the Registration Statement and, as of the date of filing of the Prospectus with the Commission and at the Closing Time and each Date of Delivery, if any, the Prospectus (except as to the financial statements and schedules 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 Securities Act Regulations;

(xvi) the statements under the captions "Description of Securities," and "Federal Income Tax Considerations," in the Prospectus, insofar as such statements constitute a summary of the legal matters referred to therein, constitute accurate summaries thereof in all material respects;

(xvii) the Shares have been approved for listing on the New York Stock Exchange, subject to official notice of issuance;

(xviii) to such counsel's knowledge, there are no actions, suits or proceedings, inquiries, or investigations pending or threatened against the Company or any of its officers and directors or to which the properties or assets of the Company are subject, at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority, arbitration panel or agency that are required to be described in the Prospectus but are not so described;

(xix) to such counsel's knowledge, there are no contracts or documents of a character that are required to be filed as exhibits to the Registration Statement or to be described or summarized in the Prospectus which have not been so filed, summarized or described; to such counsel's knowledge, all agreements between the Company and third parties which are filed as exhibits to the Registration Statement are legal, valid and binding obligations of the Company enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and, to such counsel's knowledge, no default exists in the due performance or observance of any material obligation contained in any such contract or document filed or required to be filed as an exhibit to the Registration Statement;

(xx) the Company is organized in conformity with the requirements for qualification as a real estate investment trust pursuant to Sections 856 through 860 of the Code, and the Company's proposed method of operation will enable it to meet the requirements for qualification and taxation as a real estate investment trust under the Code; to the extent that the foregoing opinion refers to any period prior to the taxable year beginning January 1, 2002, such opinion is solely

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based on the opinion of Kutak Rock LLP (which Kutak Rock LLP has permitted such counsel to rely upon and such reliance is expressly permitted by the Underwriters); and

(xxi) the Company is not, or solely as a result of the transactions contemplated hereby, will not become, an "investment company" or a company "controlled" by an "investment company" within the meaning of the 1940 Act.

In addition, such counsel has reviewed the Registration Statement and the Prospectus and participated in the preparation of the Prospectus Supplement and in conferences with officers and other representatives of the Company, representatives of the independent public accountants for the Company and representatives of and counsel to the Underwriters at which the contents of the Registration Statement and Prospectus and related matters were discussed and, such counsel has reviewed certain corporate records, documents and proceedings, and on the basis of the foregoing, nothing has come to such counsel's attention that leads it to believe that the Registration Statement, at the time such Registration Statement became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading or that the Prospectus, as of the date of this Agreement, at the Closing Time or the applicable Date of Delivery, if any, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel expresses no belief with respect to the financial statements, financial schedules and other financial data included or incorporated by reference in the Registration Statement or the Prospectus).

The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of a disclosure document are such, however, that such counsel need not assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Registration Statement or Prospectus or any amendments or supplements thereto (including any of the documents incorporated by reference therein).

(c) The Representatives shall have received from PricewaterhouseCoopers LLP letters dated, respectively, as of the date of this Agreement, the Closing Time and each Date of Delivery, if any, addressed to the Representatives as representatives of the Underwriters and in form and substance satisfactory to the Representatives.

(d) The Underwriters shall have received at the Closing Time and on each Date of Delivery, if any, the favorable opinion of Winston & Strawn, dated the Closing Time or such Date of Delivery, addressed to the Representatives and in form and substance satisfactory to the Representatives.

(e) No amendment or supplement to the Registration Statement or the Prospectus shall have been filed to which the Underwriters shall have objected in writing.

(f) Prior to the Closing Time and each Date of Delivery (i) no stop order suspending the effectiveness of the Registration Statement or any order preventing or suspending the use of any Preliminary Prospectus or Prospectus shall have been issued by the Commission, and no suspension of the qualification of the Shares for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes, has occurred and (ii) the Registration Statement and the Prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) Between the time of execution of this Agreement and the Closing Time or the applicable Date of Delivery, if any, (i) no material and unfavorable change in the assets, results of operations, business, or condition (financial or otherwise) of the Company shall occur or become known (whether or not arising in the ordinary course of business), or (ii) no transaction which is material and

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unfavorable to the Company shall have been entered into by the Company which makes it, in the reasonable judgment of the Representatives, impracticable to market the Shares on the terms and in the manner contemplated in the Prospectus.

(h) At the Closing Time, the Shares shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.

(i) The NASD shall not have raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements.

(j) The Representatives shall have received letters (each, a "Lock-up Agreement") from each person listed on *Schedule II* hereto, in form and substance satisfactory to the Representatives, confirming that for a period of 60 days after the date of this Agreement, such persons will not directly or indirectly (i) offer, pledge to secure any obligation due on or within 60 days after the date of this Agreement, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option for the sale of, or otherwise dispose of or transfer (other than a disposition or transfer pursuant to which the acquiror or transferee is subject to the restrictions on disposition and transfer set forth in this Section 6(j) to the same extent as such stockholder delivering a letter hereunder), directly or indirectly, any Common Shares owned or hereafter acquired by such persons (other than by participating as selling stockholders in a registered offering of Common Shares offered by the Company with the consent of the Representatives) or any securities convertible into or exercisable or exchangeable for Common Shares or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Shares, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares or such other securities, in cash or otherwise, without the prior written consent of the Representatives, which consent may be withheld at the sole discretion of the Representatives. Notwithstanding the foregoing sentence, each of the persons listed on *Schedule II* shall be permitted to exercise any outstanding options granted to any such person pursuant to the Company's 1997 Employee Stock Option Plan; provided, that, any Common Shares received upon the exercise of any such option (other than any Common Shares surrendered to the Company pursuant to a cashless exercise of such option) shall be subject to this Section 6(j).

(k) The Company will, at the Closing Time and on each Date of Delivery, if any, deliver to the Underwriters a certificate of two principal executive officers to the effect that, to each of such officer's knowledge, the representations and warranties of the Company set forth in this Agreement and the conditions set forth in paragraphs (f), (g) and (h) have been met and are true and correct as of such date.

(l) The Company shall have furnished to the Underwriters such other documents and certificates as to the accuracy and completeness of any statement in the Registration Statement and the Prospectus, the representations, warranties and statements of the Company contained herein, and the performance by the Company of its covenants contained herein, and the fulfillment of any conditions contained herein, as of the Closing Time or any Date of Delivery, if any, as the Underwriters may reasonably request.

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(m) All filings with the Commission required by Rule 424 under the Securities Act Regulations shall have been made within the applicable time period prescribed for such filing by such Rule.

(n) The Company shall perform such of its obligations under this Agreement are to be performed by the terms hereof at or before the Closing Time or the applicable Date of Delivery, if any.

The several obligations of the Underwriters to purchase Option Shares hereunder are subject to the delivery to the Representatives on the Date of Delivery of such documents as the Representatives may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Option Shares and other matters related to the issuance of the Option Shares.

7. *Termination:* The obligations of the several Underwriters hereunder shall be subject to termination in the absolute discretion of the Representatives, at any time prior to the Closing Time or any Date of Delivery, (i) if any of the conditions specified in Section 6 shall not have been fulfilled when and as required by this Agreement to be fulfilled, or (ii) if there has been since the respective dates as of which information is given in the Prospectus, any material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, operations, business or condition (financial or otherwise) of the Company, whether or not arising in the ordinary course of business, or (iii) if there has occurred an outbreak or escalation of hostilities or other national or international calamity or crisis or change in economic, political or other conditions the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Representatives, impracticable to market or deliver the Shares or enforce contracts for the sale of the Shares, or (iv) if trading in any securities of the Company has been suspended by the Commission or by the NASD or if trading generally on the New York Stock Exchange, the American Stock Exchange or in the Nasdaq over-the-counter market has been suspended (including automatic halt in trading pursuant to market-decline triggers other than those in which solely program trading is temporarily halted), or limitations on prices for trading (other than limitations on hours or numbers of days of trading) have been fixed, or maximum ranges for prices for securities have been required, by such exchange or the NASD or by order of the Commission or any other governmental authority, or (v) if there has been any downgrading in the rating of any of the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act), or (vi) any federal or state statute, regulation, rule or order of any court or other governmental authority has been enacted, published, decreed or otherwise promulgated which in the reasonable opinion of the Representatives has a material adverse affect or will have a material adverse affect on the assets, operations, business or condition (financial or otherwise) of the Company, or (vii) any action has been taken by any federal, state or local government or agency in respect of its monetary or fiscal affairs which in the reasonable opinion of the Representatives has a material adverse effect on the securities markets in the United States, or (viii) in the case of any of the events specified in clauses (i) through (vii), such event, singly or together with any other such events, makes it, in the judgment of the Representatives, impracticable to market or deliver the Shares on the terms and in the manner contemplated in the Prospectus.

If the Representatives elect to terminate this Agreement as provided in this Section 7, the Company and the Underwriters shall be notified promptly by telephone, which shall be promptly confirmed by facsimile.

If the sale to the Underwriters of the Shares, as contemplated by this Agreement, is not carried out by the Underwriters for any reason permitted under this Agreement or if such sale is not carried out because the Company shall be unable to comply in all material respects with any of the terms of this Agreement, the Company shall not be under any obligation or liability under this Agreement (except to the extent provided in Sections 5 and 9 hereof) and the Underwriters shall be under no obligation or liability to the Company under this Agreement (except to the extent provided in Section 9 hereof) or to one another hereunder.

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8. *Increase in Underwriters' Commitments:* If any Underwriter shall default at the Closing Time or on a Date of Delivery in its obligation to take up and pay for the Shares to be purchased by it under this Agreement on such date, the Representatives shall have the right, within 36 hours after such default, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Shares which such Underwriter shall have agreed but failed to take up and pay for (the "Defaulted Shares"). Absent the completion of such arrangements within such 36 hour period, (i) if the total number of Defaulted Shares does not exceed 10% of the total number of Shares to be purchased on such date, each non-defaulting Underwriter shall take up and pay for (in addition to the number of Shares which it is otherwise obligated to purchase on such date pursuant to this Agreement) the portion of the total number of Shares agreed to be purchased by the defaulting Underwriter on such date in the proportion that its underwriting obligations hereunder bears to the underwriting obligations of all non-defaulting Underwriters and (ii) if the total number of Defaulted Shares exceeds 10% of such total, the Representatives may terminate this Agreement by notice to the Company, without liability to any non-defaulting Underwriter.

Without relieving any defaulting Underwriter from its obligations hereunder, the Company agrees with the non-defaulting Underwriters that it will not sell any Shares hereunder on such date unless all of the Shares to be purchased on such date are purchased on such date by the Underwriters (or by substituted Underwriters selected by the Representatives with the approval of the Company or selected by the Company with the approval of the Representatives).

If a new Underwriter or Underwriters are substituted for a defaulting Underwriter in accordance with the foregoing provisions, the Company or the non-defaulting Underwriters shall have the right to postpone the Closing Time or the applicable Date of Delivery for a period not exceeding five business days in order that any necessary changes in the Registration Statement and Prospectus and other documents may be effected.

The term "Underwriter" as used in this Agreement shall refer to and include any Underwriter substituted under this Section 8 with the like effect as if such substituted Underwriter had originally been named in this Agreement.

9. *Indemnity and Contribution by the Company and the Underwriters:*

(a) The Company agrees to indemnify, defend and hold harmless each Underwriter and any person who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any loss, expense, liability, damage or claim (including the reasonable cost of investigation) which, jointly or severally, any such Underwriter or controlling person may incur under the Securities Act, the Exchange Act or otherwise, insofar as such loss, expense, liability, damage or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Company) or in a Prospectus (the term Prospectus for the purpose of this Section 9 being deemed to include any Preliminary Prospectus, the Prospectus and the Prospectus as amended or supplemented by the Company), or arises out of or is based upon any omission or alleged omission to state

a material fact required to be stated in either such Registration Statement or Prospectus or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except insofar as any such loss, expense, liability, damage or claim arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission of a material fact contained in and in conformity with information furnished in writing by the Underwriters through the Representatives to the Company expressly for use in such Registration Statement or such Prospectus, provided, however, that the indemnity agreement contained in this subsection (a) with respect to the Preliminary Prospectus or the Prospectus shall not inure to the benefit of an Underwriter (or to the benefit of any

person controlling such Underwriter) with respect to any person asserting any such loss, expense, liability, damage or claim which is the subject thereof if the Prospectus or any supplement thereto prepared with the consent of the Representatives and furnished to the Underwriters prior to the Closing Time corrected any such alleged untrue statement or omission and if such Underwriter failed to send or give a copy of the Prospectus or supplement thereto to such person at or prior to the written confirmation of the sale of Shares to such person, unless such failure resulted from noncompliance by the Company with Section 4(a) of this Agreement.

If any action is brought against an Underwriter or controlling person in respect of which indemnity may be sought against the Company pursuant to the preceding paragraph, such Underwriter shall promptly notify the Company in writing of the institution of such action and the Company shall assume the defense of such action, including the employment of counsel and payment of out-of-pocket expenses, provided, however, that any failure or delay to so notify the Company will not relieve the Company of any obligation hereunder, except to the extent that its ability to defend is actually impaired by such failure or delay. Such Underwriter or controlling person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such Underwriter or such controlling person unless the employment of such counsel shall have been authorized in writing by the Company in connection with the defense of such action or the Company shall not have employed counsel to have charge of the defense of such action within a reasonable time or such indemnified party or parties shall have reasonably concluded (based on the advice of counsel) that there may be defenses available to it or them which are different from or additional to those available to the Company and which counsel to the Underwriter believes may present a conflict for counsel representing the Company and the Underwriter (in which case the Company shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses shall be borne by the Company and paid as incurred (it being understood, however, that the Company shall not be liable for the expenses of more than one separate firm of attorneys for the Underwriters or controlling persons in any one action or series of related actions in the same jurisdiction representing the indemnified parties who are parties to such action). Anything in this paragraph to the contrary notwithstanding, the Company shall not be liable for any settlement of any such claim or action effected without the Company's written consent.

(b) Each Underwriter agrees, severally and not jointly, to indemnify, defend and hold harmless the Company, its directors, its officers that signed the Registration Statement and any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any loss, expense, liability, damage or claim (including the reasonable cost of investigation) which, jointly or severally, the Company or any such person may incur under the Securities Act, the Exchange Act or otherwise, insofar as such loss, expense, liability, damage or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in and in conformity with information furnished in writing by such Underwriter through the Representatives to the Company expressly for use in the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Company) or in a Prospectus, or arises out of or is based upon any omission or alleged omission to state a material fact in connection with such information required to be stated either in the Registration Statement or Prospectus or necessary to make such information, in the light of the circumstances under which made, not misleading. The statements set forth under the caption "Underwriting" regarding (i) concessions and reallowances to dealers in connection with the sale of Shares, (ii) stabilizing and the beneficial ownership of Shares by the Underwriters, and (iii) entities associated with the Underwriters, in the Prospectus (to the extent such statements relate to the Underwriters) constitute the only information furnished by or on behalf of any Underwriter through the Representatives to the Company for purposes of Section 3(I) and this Section 9.

If any action is brought against the Company or any such person in respect of which indemnity may be sought against any Underwriter pursuant to the foregoing paragraph, the Company or such person shall promptly notify the Representatives in writing of the institution of such action and the Representatives, on behalf of the Underwriters, shall assume the defense of such action, including the employment of counsel and payment of expenses. The Company or such person shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Company or such person unless the employment of such counsel shall have been authorized in writing by the Representatives in connection with the defense of such action or the Representatives shall not have employed counsel to have charge of the defense of such action within a reasonable time or such indemnified party or parties shall have reasonably concluded (based on the advice of counsel) that there may be defenses available to it or them which are different from or additional to those available to the Underwriters (in which case the Representatives shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses shall be borne by such Underwriter and paid as incurred (it being understood, however, that the Underwriters shall not be liable for the expenses of more than one separate firm of attorneys in any one action or series of related actions in the same jurisdiction representing the indemnified parties who are parties to such action). Anything in this paragraph to the contrary notwithstanding, no Underwriter shall be liable for any settlement of any such claim or action effected without the written consent of the Representatives.

(c) If the indemnification provided for in this Section 9 is unavailable to an indemnified party under subsections (a) and (b) of this Section 9 in respect of any losses, expenses, liabilities, damages or claims referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, expenses, liabilities, damages or claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares or (ii) if (but only 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 Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, expenses, liabilities, damages or claims, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company bear to the underwriting discounts and commissions received by the Underwriters. The relative fault of the Company on the one hand and of the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages and liabilities referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any claim or action.

(d) The Company, on the one hand, and the Underwriters, on the other hand, agree that it would not be just and equitable if contribution pursuant to this Section 9 were 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 account of the equitable considerations referred to in subsection (c)(i) and, if applicable, (c)(ii) above. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions applicable to the Shares purchased by such Underwriter. 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 pursuant to this Section 9 are several in proportion to their respective underwriting commitments and not joint.

10. *Survival:* The indemnity and contribution agreements contained in Section 9 and the covenants, warranties and representations of the Company contained in Sections 3, 4 and 5 of this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of any Underwriter, or any person who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, or by or on behalf of the Company, its directors and officers or any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and shall survive any termination of this Agreement or the sale and delivery of the Shares. The Company and each Underwriter agree promptly to notify the others of the commencement of any litigation or proceeding against it and, in the case of the Company, against any of the Company's officers and directors, in connection with the sale and delivery of the Shares, or in connection with the Registration Statement or the Prospectus.

11. *Notices:* Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing or by telegram and, if to the Underwriters, shall be sufficient in all respects if delivered to Friedman, Billings, Ramsey & Co., Inc., 1001 19th Street North, Arlington, Virginia 22209, Attention: Syndicate Department; if to the Company, shall be sufficient in all respects if delivered to the Company at the offices of the Company at 399 Park Avenue, 36th Floor, New York, New York 10022.

12. *Governing Law; Consent to Jurisdiction; Headings:* **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** The parties hereto agree to be subject to, and hereby irrevocably submit to, the nonexclusive jurisdiction of any United States federal or New York state court sitting in New York, New York, in respect of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein, and irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

13. *Parties in Interest:* The Agreement herein set forth has been and is made solely for the benefit of the Underwriters, the Company and the controlling persons, directors and officers referred to in Sections 9 and 10 hereof, and their respective successors, assigns, executors and administrators. No other person, partnership, association or corporation (including a purchaser, as such purchaser, from any of the Underwriters) shall acquire or have any right under or by virtue of this Agreement.

14. *Counterparts:* This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties.

[signature pages follow]

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If the foregoing correctly sets forth the understanding among the Company and the Underwriters, please so indicate in the space provided below for the purpose, whereupon this Agreement shall constitute a binding agreement among the Company and the Underwriters.

Very truly yours,

AMERICA FIRST MORTGAGE
INVESTMENTS, INC.

/s/ STEWART ZIMMERMAN

By: Stewart Zimmerman
Its: Chief Executive Officer

Accepted and agreed to as
of the date first above written:

FRIEDMAN, BILLINGS, RAMSEY & CO., INC.
RBC DAIN RAUSCHER INC.
JMP SECURITIES LLC
STIFEL, NICOLAUS & COMPANY, INCORPORATED

BY: FRIEDMAN, BILLINGS, RAMSEY & CO., INC.

/s/ JAMES R. KLEEBLAT

By: James R. Kleeblat
Its: Senior Managing Director

For themselves and as Representatives
of the other Underwriters named on
Schedule I hereto.

Schedule I

Underwriter

Number of Initial
Shares to be Purchased

Friedman, Billings, Ramsey & Co., Inc.	3,780,000
RBC Dain Rauscher Inc.	2,250,000
JMP Securities LLC	1,485,000
Stifel, Nicolaus & Company, Incorporated	1,485,000

Total	9,000,000
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Schedule II
Persons Subject to Lock-Up Agreements

NAME	SHARES
Stewart Zimmerman	323,099
William S. Gorin	215,849
Ronald Freyberg	169,453

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[AMERICAN FIRST MORTGAGE INVESTMENTS, INC. LETTERHEAD]

PRESS RELEASE

FOR IMMEDIATE RELEASE

May 31, 2002

NEW YORK METRO

CONTACT:

William Gorin
(212) 935-8760
www.mfa-reit.com

NYSE: MFA

AMERICA FIRST MORTGAGE INVESTMENTS, INC.
PRICES \$81.9 MILLION EQUITY OFFERING

(New York)—May 31, 2002—America First Mortgage Investments, Inc. (NYSE: MFA) announced today that it priced a public offering of 9,000,000 shares of its common stock at a public offering price per share of \$9.10. The lead underwriter was Friedman, Billings, Ramsey & Co., Inc. and the co-managers were RBC Capital Markets, JMP Securities LLC and Stifel, Nicolaus & Company, Inc.

The net proceeds to the Company (after deducting estimated expenses) are expected to be approximately \$77.2 million. The Company has granted the underwriters an option, exercisable for 30 days, to purchase up to 1,350,000 additional shares of common stock to cover over-allotments.

Stewart Zimmerman, President and Chief Executive Officer of the Company, said, "We are pleased at the success of this offering. We remain optimistic about achieving strong results in 2002 and we look forward to using the new equity capital to fund continued growth in assets."

America First Mortgage Investments, Inc. is a mortgage real estate investment trust ("REIT") that owns, manages, and finances a portfolio of adjustable rate mortgage-backed securities.

This news release, and our public documents to which we refer, contain or incorporate by reference certain forward-looking statements. When used, statements which are not historical in nature, including the words "anticipate," "estimate," "should," "expect," "believe," "intend," and similar expressions or "continue" or the negative thereof or other variations thereon or comparable terminology, are intended to identify forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties, including, among other things: business conditions and the general economy, especially as they affect interest rates; federal, state, and local regulatory environments; an increase in the prepayment rate on the loans that back our mortgage-backed securities; the inability to borrow at favorable rates; and the inability to maintain our REIT qualification. Other risks, uncertainties and factors that could cause our actual results to differ materially from those projected are detailed in the Prospectus relating to this offering and in the periodic reports filed by us with the Securities and Exchange Commission, including Forms 10-K and 10-Q. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

This news release shall not constitute an offer to sell or a solicitation of an offer to buy any securities nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. A copy of the Prospectus relating to this offering may be obtained from Friedman, Billings, Ramsey & Co., Inc., 1001 19th St. North, Arlington, VA, 22209, Attention: Prospectus Department, Tel: 703-312-9588.
