

CAPITAL MAINTENANCE AGREEMENT

THIS CAPITAL MAINTENANCE AGREEMENT (this Agreement), dated as of November 3, 2005, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a corporation duly organized and existing under the laws of the United States having its principal office in Washington, D.C. (the FDIC), **LEASE CORPORATION OF AMERICA**, a corporation duly organized and existing under the laws of the State of Michigan having its principal office in Troy, Michigan (the Parent Company), and **LCA BANK CORPORATION** (In-Organization), Park City, Utah (the Applicant):

WITNESSETH:

WHEREAS, the Board of Directors of the FDIC is charged by Section 5 of the Federal Deposit Insurance Act (the Act) (12 U.S.C. § 1815) with the responsibility of acting upon applications for Federal deposit insurance for all depository institutions including, but not limited to, state banks.

WHEREAS, the Applicant is a proposed state nonmember industrial loan corporation being formed as a wholly-owned subsidiary of the Parent Company.

WHEREAS, the Parent Company desires to organize the Applicant to provide equipment lease financing to small businesses, funded in part with federally insured deposits.

WHEREAS, the Applicant submitted an application for Federal deposit insurance (the Application) to the FDIC in accordance with Section 5 of the Act on May 26, 2005, and the Application was deemed substantially complete on that date.

WHEREAS, the FDIC is required to consider, among other things, the seven factors described in Section 6 of the Act (12 U.S.C. § 1816) (the Statutory Factors) and will generally grant an application for Federal deposit insurance if it finds favorably upon each factor. As a part of the approval process, the FDIC also considers the financial resources of a parent holding company in evaluating the adequacy of the Applicant's capital.

WHEREAS, the proposed business plan of the Applicant depends in part on the financial viability and success of businesses using lease financing for vehicle tracking devices, video security systems, and other small equipment.

WHEREAS, the Parent Company has expressed its willingness to submit to such conditions as the FDIC may determine are necessary to make a favorable finding on the Statutory Factors.

WHEREAS, the FDIC may not make a favorable finding on the Statutory Factors if the Parent Company and the Applicant do not enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Approval by FDIC. Upon approval of the Application by the FDIC, this Agreement shall become fully effective and binding upon the parties hereto.
2. Capital. The capital levels of the Applicant will at all times meet or exceed the levels required for the Applicant to be considered "well capitalized" under section 325.103(b) of the FDIC Rules and Regulations (12 C.F.R. § 325.103(b)). In addition, Applicant's Tier 1 Capital to Total Assets (Tier 1 Leverage Capital ratio), with Tier 1 Capital and Total Assets as defined in section 325.2 of the FDIC Rules and Regulations (12 C.F.R. § 325.2), will be maintained at not less than ten (10) percent and the Applicant will maintain an adequate allowance for loan and lease losses. (The capital requirements contained in the preceding sentences and in the following paragraph (2.(A)) will be referred to collectively as the Minimum Capital Ratios.)

- (A) Maintenance of Required Minimum Capital Ratios. The maintenance of a ten (10) percent Tier 1 Leverage Capital ratio is implemented based upon the Applicant's focus and concentration in niche equipment lease financing.

If, at any time, the Applicant's capital ratios fall below the Minimum Capital Ratios the Parent Company will immediately contribute sufficient additional capital to the Applicant or take such other action to enable it to meet the Minimum Capital Ratios.

- (B) Maintenance of Revised Capital Ratios. If the FDIC considers it necessary, pursuant to its regulatory authority, for the Applicant to maintain capital ratios that are greater than the Minimum Capital Ratios (the Revised Capital Ratios), it will provide written notification of its determination to the Applicant and Parent Company. Within 30 days after the FDIC issues the notification to the Applicant and Parent Company, if Applicant has not met the Revised Capital Ratios, the Parent Company will immediately contribute sufficient additional capital to the Applicant to enable it to meet the Revised Capital Ratios specified by the FDIC.

All capital contributions to the Applicant by the Parent will be in the form of cash, or if appropriate, other assets approved in writing by the FDIC, and the capital contributions will be credited to the Applicant's surplus account.

3. Authority of Parent Company and Applicant. The Board of Directors of the Parent Company and the Board of Directors of the Applicant have each approved a resolution (the Resolution) authorizing the Parent Company and the Applicant,

respectively, to enter into this Agreement. A certified copy of the Resolution for each party are attached hereto as Exhibit A and incorporated herein by reference.

4. Miscellaneous.

- (A) Legally Binding, Enforceable Agreement. The parties agree that this Agreement is valid, binding, and enforceable by the FDIC pursuant to Section 8 of the FDI Act (12 U.S.C. § 1818) against the Applicant and the Parent Company, their successors and assignees.
- (B) Capital Maintenance Commitment. The parties agree that the obligations of the Parent Company that are contained in this Agreement are commitments to maintain the capital of the Applicant and, if a petition of bankruptcy is filed by or against the Parent Company, the obligations of the Parent Company contained in this Agreement will be paid as an administrative expense of the debtor pursuant to section 507(a)(1) of the Bankruptcy Code (11 U.S.C. § 507(a)(1)).
- (C) Conservatorship or Receivership of the Applicant. In the event of an appointment of a conservator or receiver for the Applicant, the obligations of the Applicant and Parent Company hereunder with respect to the Agreement shall survive said appointment and be enforceable by the FDIC.
- (D) Governing Laws. This Agreement and the rights and obligations hereunder shall be governed by and shall be construed in accordance with the Federal law of the United States, and, in the absence of controlling Federal law, in accordance with the laws of the State of New York.
- (E) No Waiver. No failure or delay on the part of the Applicant or the FDIC in the exercise of any right or remedy shall operate as a waiver or termination thereof, nor shall any partial exercise of any right or remedy preclude other or further exercise of any other right or remedy.
- (F) Fees and Expenses. The Parent Company shall pay any attorneys' fees and other reasonable expenses incurred by the Applicant (or incurred by the FDIC in the event of the appointment of a receiver or conservator for the Applicant) in exercising its rights (or the rights of the FDIC as receiver or conservator for the Applicant) or seeking any remedies hereunder.
- (G) Severability. In the event any one or more of the provisions contained herein should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable

provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

- (H) No Oral Change. This Agreement may not be modified, amended, changed, discharged or terminated orally, but may be done so only with the written consent of the FDIC.
- (I) Enforcement by Applicant. The Applicant may, in its discretion, enforce this Agreement against the Parent Company.
- (J) Modification. This Agreement reflects the complete and full agreement of the parties and may not be modified, released, renewed or extended in any manner except by a writing signed by all the parties and with the written approval of such modification by the FDIC.
- (K) Addresses for and Receipt of Notice. Any notice hereunder shall be in writing and shall be delivered by hand or sent by United States express mail or commercial express mail, postage prepaid, and addressed as follows:

If to the Parent Company:

John B. Kemp, CEO
Lease Corporation of America
3150 Livernois Road, Suite 300
Troy, Michigan 48083

If to the Applicant:

Timothy V. Talbert, President
LCA Bank Corporation
5532 Lillehammer Lane, Suite 201
Park City, Utah 84098

If to the FDIC:

Associate Director, Supervision and Applications Branch
Federal Deposit Insurance Corporation
550 17th Street, NW
Washington, DC 20429

Any notice required by this Agreement will be deemed received when it is actually received by the appropriate person, specified in this paragraph, for the party to whom the notice is sent.

(L) Capital Category. For purposes of determining the Applicant's capital category as an insured depository institution under Section 325.103 of the FDIC Rules and Regulations (12 C.F.R. § 325.103), this Agreement shall not be deemed a "written agreement, order, capital directive, or prompt corrective action directive issued by the FDIC pursuant to section 8 of the FDI Act (12 U.S.C. § 1818), the International Lending Supervision Act of 1983 (12 U.S.C. § 3907), or section 38 of the FDI Act (12 U.S.C. § 1831o), or any regulation thereunder...".

(M) Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written or oral communications, representations and agreements relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: /s/

Title: Associate Director

LEASE CORPORATION OF AMERICA

By: /s/

Title: PRESIDENT

LCA BANK CORPORATION (In-Organization)

By: /s/

Title: President