UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

Written Agreement by and among BOV HOLDING COMPANY Versailles, Missouri BANK OF VERSAILLES Versailles, Missouri and FEDERAL RESERVE BANK OF KANSAS CITY Kansas City, Missouri	Docket Nos 10-145-WA/RB-HC 10-145-WA/RB-SM

WHEREAS, in recognition of their common goal to maintain the financial soundness of BOV Holding Company ("BOV"), a registered bank holding company, and its subsidiary bank, Bank of Versailles, Versailles, Missouri (the "Bank"), a state-chartered bank that is a member of the Federal Reserve System, BOV, the Bank and the Federal Reserve Bank of Kansas City (the "Reserve Bank") have mutually agreed to enter into this Written Agreement (the "Agreement"); and

WHEREAS, on July 21, 2010, the boards of directors of BOV and the Bank, at duly constituted meetings, adopted resolutions authorizing and directing Sam Guenther and David Baumgartner, respectively, to enter into this Agreement on behalf of BOV and the Bank, and consenting to compliance with each and every provision of this Agreement by BOV, the Bank, and their institution-affiliated parties, as defined in sections 3(u) and

8(b)(3) of the Federal Deposit Insurance Act, as amended (the "FDI Act") (12 U.S.C. §§ 1813(u) and 1818(b)(3)).

NOW, THEREFORE, BOV, the Bank and the Reserve Bank agree as follows:

Source of Strength

1. The board of directors of BOV shall take appropriate steps to fully utilize BOV's financial and managerial resources, pursuant to section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the "Board of Governors") (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with this Agreement and any other supervisory action taken by the Bank's federal or state regulators.

Board Oversight

2. Within 60 days of this Agreement, the board of directors of the Bank shall submit to the Reserve Bank a written plan to strengthen board oversight of the management and operations of the Bank. The plan shall, at a minimum, address, consider, and include:

(a) The actions that the board of directors will take to improve the Bank's condition and maintain effective control over, and supervision of, the Bank's senior management and major operations and activities, including but not limited to, credit risk management, lending and credit administration, loan review, capital, earnings, liquidity, and interest rate risk management;

(b) a description of the information and reports that will be regularly reviewed by the board of directors in its oversight of the operations and management of the Bank, including information on the Bank's classified assets, concentrations of credit, exceptions to loan policy, allowance for loan and lease losses ("ALLL"), capital, earnings, and liquidity;

(c) measures to strengthen internal controls, including, but not limited to, account reconcilement; and

(d) strategic planning and management succession planning.

Management Review

3. Within 10 days of this Agreement, the board of directors of the Bank shall retain an independent consultant acceptable to the Reserve Bank to conduct a review of all management and staffing needs of the Bank and the qualifications and performance of all senior Bank management (the "Management Review"), and to prepare a written report of findings and recommendations (the "Report"). The primary purpose of the Management Review shall be to aid in the development of a suitable management structure that is adequately staffed by qualified and trained personnel.

4. Within 10 days of the engagement of the independent consultant, but prior to the commencement of the Management Review, the Bank shall submit an engagement letter to the Reserve Bank for approval. The engagement letter shall require the independent consultant to submit the Report within 45 days of the approval of the engagement letter and to provide a copy of the Report to the Reserve Bank at the same time that it is provided to the Bank. The Management Review shall, at a minimum, address, consider, and include:

(i) The identification of the type, number, and remuneration of officers needed to manage and supervise properly the affairs of the

Bank, restore and maintain the Bank to a safe and sound condition, and comply with the requirements of this Agreement;

(ii) the identification of present and future management and staffing needs for each area of the Bank, particularly in the areas of credit risk management, loan administration, loan review, and problem asset resolution;

(iii) an evaluation of each senior officer to determine whether the individual possesses the ability, experience, and other qualifications required to perform competently present and anticipated duties, including the ability to comply with applicable laws and regulations, adhere to the Bank's established policies and procedures, restore and maintain the Bank to a safe and sound condition, and comply with the requirements of this Agreement; and

(iv) a plan of action to recruit and hire any additional or replacement personnel with the requisite ability, experience and other qualifications which are necessary to fill the Bank officer and staff member positions consistent with paragraphs (i), (ii) and (iii) of this paragraph.

5. Within 45 days of the Bank's receipt of the Report, the board of directors shall submit an acceptable written management plan to the Reserve Bank that fully addresses the findings and recommendations in the Report and describes the specific actions, including timetables, that the board of directors proposes to take to strengthen the Bank's management including, but not limited to, plans to hire or appoint additional or replacement personnel to properly manage and operate the Bank.

6. Within 60 days of the Agreement, the Bank shall take such actions as are necessary to employ a permanent full-time chief credit officer with the demonstrated ability, experience, training, and other necessary qualifications required to perform present and anticipated duties.

Credit Risk Management

7. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written plan to strengthen credit risk management practices. The plan shall, at a minimum, address, consider, and include:

(a) The establishment by the board of directors of appropriate written risk tolerance guidelines and risk limits, and controls to ensure adherence thereto;

(b) procedures to periodically review and revise risk exposure limits to address changes in market conditions; and

(c) strategies to minimize credit losses and reduce the level of problem assets.

Lending and Credit Administration

8. Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written lending and credit administration program that shall, at a minimum, address, consider, and include:

(a) Establishment of documentation standards for loans;

(b) underwriting standards that require documented analyses of (i) the borrower's repayment sources, global cash flow, and overall debt service ability, and (ii) the value of any collateral;

(c) standards for renewing, extending, or modifying existing loans, including, but not limited to, analysis, documentation, and approval requirements;

(d) a prohibition on the capitalization of interest;

(e) appropriate controls on construction and land development loans, including, but are not limited to, disbursement of loan proceeds and periodic inspections;

(f) standards for the timely movement of loans to non-accrual status;

(g) monitoring adherence with the Bank's lending policy and for compliance with laws, rules, and regulations pertaining to the Bank's lending function; and

(h) adequate staffing of the lending, loan review, and problem asset workout functions by qualified individuals.

9. (a) Within 60 days of this Agreement, the Bank shall take all steps necessary to correct the documentation and credit information deficiencies in the Bank's loan files listed in the report of examination conducted by the State of Missouri Division of Finance that commenced on December 14, 2009 (the "Report of Examination"). In all cases where the Bank is unable to obtain needed documentation or credit information, the Bank shall document the actions taken to secure the information and the reasons the information could not be obtained. The Bank shall maintain this documentation in the related credit file for supervisory review.

(b) Within 60 days of this Agreement and within 30 days after the end of each subsequent calendar quarter, the Bank shall submit to the Reserve Bank a report detailing the Bank's progress in correcting the loan documentation and credit information deficiencies listed in the Report of Examination.

Loan Grading and Loan Review

10. Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written program for the effective grading of the Bank's loan portfolio. The program shall provide for policies, procedures, and processes for the timely and ongoing grading of loans. The program shall, at a minimum, address, consider, and include:

(a) Standards and criteria for assessing the credit quality of loans, including a discussion of the factors used to assign appropriate risk grades to loans;

(b) procedures for the early identification of problem loans;

(c) procedures to re-evaluate the grading of loans in the event of material changes in the borrower's performance or the value of the collateral;

(d) procedures to evaluate the grading of all loans assigned less than a pass grade at least quarterly;

(e) designation of the person(s) responsible for the grading of loans;

(f) controls to ensure staff's consistent application and adherence to the loan grading system; and

(g) a mechanism for reporting to senior management and the board of directors, at least monthly, that at a minimum: summarizes the Bank's loan grades; describes trends in asset quality; identifies the loans that are nonperforming, adversely graded, or identified as needing special attention, describes the status of those loans, and describes the actions taken, or to be taken, by management for strengthening of the quality of any such loans.

11. Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written program for the effective, ongoing review of the Bank's loan portfolio by a qualified independent party or by qualified staff that is independent of the Bank's lending function. The program shall provide for policies and procedures for the timely identification and categorization of problem loans, and processes to detect weaknesses in the Bank's loan approval, monitoring, and grading process. The program shall, at a minimum, address, consider, and include:

(a) The scope, depth, and frequency of the independent loan review;

(b) clearly defined responsibilities for the loan review function; and

(c) an objective and timely assessment of the overall quality of the loan portfolio and the accuracy of assigned loan grades.

12. The board of directors, or a committee thereof, shall evaluate the loan review report(s) and take appropriate steps to ensure that management takes prompt action to address findings noted in the report(s).

Appraisal and Appraisal Review Program

13. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written program for real estate appraisals and appraisal reviews that shall, at a minimum, address, consider, and include:

(a) Procedures to ensure that appraisals conform to accepted appraisal standards, as defined in the Uniform Standards of Professional Appraisal Practice, and comply with the requirements of Subpart G of Regulation Y of the Board of Governors (12 C.F.R. Part 225, Subpart G) made applicable to state member banks by section

208.50 of Regulation H of the Board of Governors (12 C.F.R. § 208.50), and the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994 (SR 94-55);

(b) written standards for when reappraisals and reevaluations must be conducted; and

(c) enhanced appraisal review procedures to ensure the quality and timeliness of appraisals.

Asset Improvement

14. (a) The Bank shall not, directly or indirectly, extend or renew any credit to or for the benefit of any borrower, including any related interest of the borrower, who is obligated to the Bank in any manner on any extension of credit or portion thereof that has been charged off by the Bank or classified, in whole or in part, "loss" in the Report of Examination or in any subsequent report of examination, as long as such credit remains uncollected.

(b) The Bank shall not, directly or indirectly, extend or renew any credit to or for the benefit of any borrower, including any related interest of the borrower, whose extension of credit has been classified "doubtful" or "substandard" in the Report of Examination or in any subsequent report of examination, without the prior approval of the Bank's board of directors. The board of directors shall document in writing the reasons for the extension of credit or renewal, specifically certifying that: (i) the extension of credit is necessary to protect the Bank's interest in the ultimate collection of the credit already granted or (ii) the extension of credit is in full compliance with the Bank's written loan policy, is adequately secured, and a thorough credit analysis has been performed indicating that the extension or renewal is reasonable and justified, all necessary loan documentation has been properly and accurately prepared and filed, the extension of credit will not impair the Bank's interest in obtaining repayment of the already outstanding credit, and the board of directors reasonably believes that the extension of credit or renewal will be repaid according to its terms. The written certification shall be made a part of the minutes of the board of directors meetings, and a copy of the signed certification, together with the credit analysis and related information that was used in the determination, shall be retained by the Bank in the borrower's credit file for subsequent supervisory review. For purposes of this Agreement, the term "related interest" is defined as set forth in section 215.2(n) of Regulation O of the Board of Governors of the Federal Reserve System (the "Board of Governors") (12 C.F.R. § 215.2(n)).

15. (a) Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written plan designed to improve the Bank's position through repayment, amortization, liquidation, additional collateral, or other means on each loan or other asset in excess of $250,000, including other real estate owned ("OREO"), that (i) is past due as to principal or interest more than 90 days as of the date of this Agreement; (ii) is on the Bank's problem loan list; or (iii) was adversely classified in the Report of Examination.

(b) Within 30 days of the date that any additional loan or other asset in excess of $250,000, including OREO, becomes past due as to principal or interest for more than 90 days, is on the Bank's problem loan list, or is adversely classified in any subsequent report of examination of the Bank, the Bank shall submit to the Reserve Bank an acceptable written plan to improve the Bank's position on such loan or asset.

(c) Within 30 days after the end of each calendar quarter thereafter, the Bank shall submit a written progress report to the Reserve Bank to update each asset improvement plan, which shall include, at a minimum, the carrying value of the loan or other asset and changes in the nature and value of supporting collateral, along with a copy of the Bank's current problem loan list, a list of all loan renewals and extensions without full collection of interest in the last quarter, and past due/non-accrual report.

Allowance for Loan and Lease Losses

16. (a) Within 10 days of this Agreement, the Bank shall eliminate from its books, by charge-off or collection, all assets or portions of assets classified "loss" in the Report of Examination that have not been previously collected in full or charged off. Thereafter the Bank shall, within 30 days from the receipt of any federal or state report of examination, charge off all assets classified "loss" unless otherwise approved in writing by the Reserve Bank.

(b) Within 30 days of this Agreement, the Bank shall review and revise its ALLL methodology consistent with relevant supervisory guidance, including the Interagency Policy Statements on the Allowance for Loan and Lease Losses, dated July 2, 2001 (SR 01-17 (Sup)) and December 13, 2006 (SR 06-17), and the findings and recommendations regarding the ALLL set forth in the Report of Examination, and submit a description of the revised methodology to the Reserve Bank. The revised ALLL methodology shall be designed to maintain an adequate ALLL and shall address, consider, and include, at a minimum, the reliability of the Bank's loan grading system, the volume of criticized loans, concentrations of credit, the current level of past due and nonperforming loans, past loan loss experience, evaluation of probable losses in the

Bank's loan portfolio, including adversely classified loans, and the impact of market conditions on loan and collateral valuations and collectibility.

(c) Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written program for the maintenance of an adequate ALLL. The program shall include policies and procedures to ensure adherence to the revised ALLL methodology and provide for periodic reviews and updates to the ALLL methodology, as appropriate. The program shall also provide for a review of the ALLL by the board of directors on at least a quarterly calendar basis. Any deficiency found in the ALLL shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions. The board of directors shall maintain written documentation of its review, including the factors considered and conclusions reached by the Bank in determining the adequacy of the ALLL. During the term of this Agreement, the Bank shall submit to the Reserve Bank, within 30 days after the end of each calendar quarter, a written report regarding the board of directors' quarterly review of the ALLL and a description of any changes to the methodology used in determining the amount of ALLL for that quarter.

Capital Plan

17. Within 60 days of this Agreement, BOV and the Bank shall jointly submit to the Reserve Bank an acceptable written plan to maintain sufficient capital at the Bank. The plan shall, at a minimum, address, consider, and include the Bank's current and future capital requirements, including:

(a) Compliance with the Capital Adequacy Guidelines for State Member Banks: Risk-Based Measure and Tier 1 Leverage Measure, Appendices A and B of Regulation H of the Board of Governors (12 C.F.R. Part 208, App. A and B);

(b) the adequacy of the Bank's capital, taking into account the volume of classified credits, concentrations of credit, ALLL, current and projected asset growth, and projected retained earnings;

(c) the source and timing of additional funds to fulfill the Bank's future capital requirements and loan loss reserve needs; and

(d) the requirements of section 225.4(a) of Regulation Y of the Board of Governors (12 C.F.R. § 225.4(a)) that BOV serve as a source of strength to the Bank.

18. BOV and the Bank shall notify the Reserve Bank, in writing, no more than 30 days after the end of any quarter in which any of the Bank's capital ratios (total risk-based, Tier 1 risk-based, or leverage) fall below the approved capital plan's minimum ratios. Together with the notification, BOV and the Bank shall submit an acceptable written plan that details the steps BOV and the Bank will take to increase the Bank's capital ratios to or above the approved capital plan's minimums.

Earnings Improvement Plan and Budget

19. (a) Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank a strategic plan to improve the Bank's earnings and a budget for the remainder of 2010. The written plan and budget shall include, but not be limited to:

(i) Identification of the major areas where, and means by which, the board of directors will seek to improve the Bank's operating performance;

(ii) a realistic and comprehensive budget for calendar year 2010, including income statement and balance sheet projections; and

(iii) a description of the operating assumptions that form the basis for, and adequately support, major projected income, expense, and balance sheet components.

(b) A strategic plan and budget for each calendar year subsequent to 2010 shall be submitted to the Reserve Bank at least 30 days prior to the beginning of that calendar year.

Liquidity and Funds Management

20. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written amended funding plan designed to enhance management of the Bank's liquidity position. The plan shall, at a minimum, address, consider, and include:

(a) Measures to enhance the monitoring, measurement, and reporting of the Bank's liquidity position;

(b) measures to reduce the Bank's reliance on noncore funding sources; and

(c) identification of contingent liquidity sources.

21. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable revised written contingency funding plan that, at a minimum, identifies available sources of liquidity and includes adverse scenario planning.

Interest Rate Risk Management

22. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written plan to improve interest rate risk management practices that are appropriate for the size and complexity of the Bank. The plan shall, at a minimum, address the following:

(a) An adequate system for measuring, monitoring, and controlling the Bank's interest rate risk;

(b) appropriate parameters governing the economic risk to the Bank's capital due to changes in interest rates; and

(c) enhanced reporting to the board of directors.

Dividends

23. (a) The Bank shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director of the Division of Banking Supervision and Regulation of the Board of Governors (the "Director").

(b) BOV shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director.

(c) BOV shall not take any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank.

(d) All requests for prior approval shall be received at least 30 days prior to the proposed dividend declaration date or proposed payment date. All requests shall contain, at a minimum, current and projected information, as appropriate, on BOV's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings and ALLL needs; and identification of the sources of funds for the proposed payment. For requests to declare or pay dividends, Bancshares and the Bank, as appropriate, must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

Compliance with Laws and Regulations

24. The Bank shall immediately take action to correct the violations of law and regulations noted in the Report of Examination and shall implement procedures and controls designed to prevent future violations of law and regulations.

25. In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, BOV and the Bank shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors (12 C.F.R. §§ 225.71 *et seq.*).

26. BOV and the Bank shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

Compliance with the Agreement

27. (a) Within 10 days of this Agreement, BOV's and the Bank's boards of directors shall appoint a joint compliance committee (the "Compliance Committee") to monitor and coordinate BOV's and the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall include a majority of outside directors

who are not executive officers or principal shareholders of BOV and the Bank, as defined in sections 215.2(e)(1) and 215.2(m)(1) of Regulation O of the Board of Governors (12 C.F.R. §§ 215.2(e)(1) and 215.2(m)(1)). At a minimum, the Compliance Committee shall meet at least monthly, keep detailed minutes of each meeting, and report its findings to the board of directors of BOV and the Bank.

(b) Within 30 days after the end of each calendar quarter following the date of this Agreement, BOV and the Bank shall submit to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure compliance with this Agreement and the results thereof.

Approval and Implementation of Plans, Programs, and Engagement Letter

28. (a) The written plans, programs, and engagement letter required by paragraphs 4, 5, 7,8, 10, 11, 13, 15(a), 15(b), 16(c), 17, 18, 20, 21, and 22 of this Agreement shall be submitted to the Reserve Bank for review and approval. Acceptable plans, programs, and engagement letter shall be submitted within the time periods set forth in the Agreement. An independent consultant acceptable to the Reserve Bank shall be retained in the time period set forth in paragraph 3.

(b) Within 10 days of approval by the Reserve Bank, the Bank shall adopt the approved plans, programs, and engagement letter. Upon adoption, the Bank shall promptly implement the approved plans and programs and thereafter fully comply with them.

(c) During the term of this Agreement, the approved plans, programs, and engagement letter shall not be amended or rescinded without the prior written approval of the Reserve Bank.

Communications

29. All communications regarding this Agreement shall be sent to:

(a) Ms. Susan E. Zubradt
Vice President
Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, Missouri 64198

(b) Mr. Sam Guenther
President and Chairman
BOV Holding Company
113 East Newton
P.O. Box 29
Versailles, Missouri 65084

(c) Mr. David Baumgartner
President
Bank of Versailles
P.O. Box 29
Versailles, Missouri 65084

Miscellaneous

30. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its sole discretion, grant written extensions of time to BOV and the Bank to comply with any provision of this Agreement.

31. The provisions of this Agreement shall be binding upon BOV, the Bank, and their institution-affiliated parties, in their capacities as such, and their successors and assigns.

32. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank.

33. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any other federal or state agency from

taking any other action affecting BOV, the Bank, or any of their current or former institution-affiliated parties and their successors and assigns.

34. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 26th day of July, 2010.

BOV HOLDING COMPANY

By: /s/ Sam Guenther______
Sam Guenther
President and Chairman

FEDERAL RESERVE BANK
OF KANSAS CITY

By: /s/ Susan E. Zubradt___
Susan E. Zubradt
Vice President

BANK OF VERSAILLES

By: /s/ David Baumgartner_____
David Baumgartner
President and CEO