

**UNITED STATES
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): **September 21, 2009**

First Busey Corporation

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

0-15959
(Commission File Number)

37-1078406
(I.R.S. Employer Identification
No.)

201 W. Main St.
Urbana, Illinois 61801
(Address of principal executive offices) (Zip code)

(217) 365-4516
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 **Entry Into a Material Definitive Agreement.**

On September 21, 2009, First Busey Corporation, a Nevada corporation (the "Company"), entered into a stock purchase agreement (the "Stock Purchase Agreement") with all the members of its board of directors, various executive officers and certain other accredited investors. The Stock Purchase Agreement provides for the Purchasers' purchase of a new series of Company mandatory convertible preferred stock offered in a private placement (the "Private Offering"). See Item 8.01 for more detail.

The information provided in Item 8.01 is hereby incorporated in this Item 1.01 by reference. Any description of the Stock Purchase Agreement is not complete and is qualified in its entirety to the full text of the Stock Purchase Agreement, a copy of which is attached hereto as Exhibit 99.1.

Item 3.02 **Unregistered Sales of Equity Securities.**

The information provided in Items 1.01 and 8.01 is hereby incorporated into this Item 3.02 by reference.

Item 8.01 **Other Events.**

The following disclosure includes information relating to the Company's announced capital offerings as well as the Company's preliminary projected third quarter 2009 financial results.

Capital Offerings

Public Offering of Common Stock. Prior to the Nasdaq Global Select Market opening for trading on September 21, 2009, the Company issued a press release announcing that it had commenced an underwritten public offering (the "Public Offering") of 18,000,000 shares of Company common stock. Fox-Pitt Kelton Cochran Caronia Waller (USA) LLC is acting as the sole bookrunning manager and for which FIG Partners, LLC is acting as co-manager. The Company intends to grant the underwriters a 30-day option to purchase up to an additional 2,700,000 shares.

Entry into Stock Purchase Agreement for Sale of Mandatorily Convertible Preferred Stock. On September 21, 2009, the Company also announced that it had entered into a Stock Purchase Agreement to sell, in a private placement, \$39.3 million of a new series of mandatorily convertible preferred stock ("Series A Convertible Preferred Stock"). Under the Stock Purchase Agreement, pending satisfaction of all the closing conditions described below, the Series A Convertible Preferred Stock will be sold to a small group of purchasers that includes all of the members of the board of directors, certain executive officers and certain other accredited investors. This sale of Series A Convertible Preferred Stock pursuant to the Stock Purchase Agreement increased the amount of capital that the Company could raise because the Company has a limited number of authorized but unissued shares of common stock under its articles of incorporation. The Company believes that all the Series A Convertible Preferred Stock to be issued will be Tier 1 capital for bank regulatory purposes. The Series A Convertible Preferred Stock will not be registered with the Securities and Exchange Commission and will be issued in reliance upon an exemption from registration under Section 4(2) of the Securities Act of 1933.

One of the Company's directors, August C. Meyer, Jr., and certain members of his family, including his adult daughter, who currently beneficially owned more than 5% of the Company's common stock (collectively, the "Meyer Family"), are purchasing Series A Convertible Preferred Stock pursuant to the Stock Purchase Agreement. The Meyer Family's substantial current ownership in the Company required it to file a change in control notice with the Federal Reserve Bank of Chicago (the "Federal Reserve") and receive notice of non-objection to such change in control notice (the "CIBC Notice") from the Federal Reserve. Accordingly, the Meyer Family cannot purchase shares of the Series A Convertible Preferred Stock until it receives this notice of non-objection from the Federal Reserve. The CIBC Notice to the Federal Reserve, which the Meyer Family filed on August 20, 2009, seeks permission for the Meyer Family, as a group, to increase its ownership level in the Company up to 19.9% of the Company's outstanding common stock.

The Stock Purchase Agreement provides that the purchase of the shares of Series A Convertible Preferred Stock by each purchaser is subject to the closing of the Public Offering as well as the receipt by the Meyer Family of the notice of non-objection from the Federal Reserve with respect to its CIBC Notice. The Stock Purchase Agreement provides that the closing of the Private Offering will occur promptly following the Meyer Family's receipt of the required non-objection from the Federal Reserve and the closing of the Public Offering.

It is intended that the Series A Convertible Preferred Stock will remain outstanding for only a short period of time until the Company can hold a special meeting of its stockholders to approve an amendment to the Company's articles of incorporation to increase the number of authorized shares of the common stock from 60 million to 100 million. In addition, because the Company's directors and executive officers are participating in the Private Offering, pursuant to Nasdaq listing rules, the stockholders are required to approve the conversion of the Series A Convertible Preferred Stock before the conversion provision of the Series A Convertible Preferred Stock can become operative. In the Stock Purchase Agreement, the Company has committed to hold a special meeting of stockholders at which the Company's stockholders will be asked to approve the amendment to the Company's articles and the conversion of the Series A Convertible Preferred Stock. The Purchasers have agreed to vote all shares of Company common stock in favor of these proposals.

The Company expects to hold the special meeting of stockholders in November 2009. If the Company does not obtain the requisite stockholder approvals at this meeting, the Series A Convertible Preferred Stock will remain outstanding and the Company will present the approvals at a subsequent special meeting or at the 2010 annual meeting of stockholders.

If the Company's stockholders do not approve either the conversion of the Series A Convertible Preferred Stock (as required by Nasdaq listing rules), which requires an affirmative vote of a majority of shares voting at the meeting, or the amendment to the Company's articles of incorporation to increase the number of authorized shares of common stock (as required by Nevada law) to permit the conversion, which requires a vote of a majority of the shares issued and outstanding, the Series A Convertible Preferred Stock will remain outstanding and will not convert until the required stockholder approvals are obtained.

Upon receipt of the required stockholder approvals, the shares of Series A Convertible Preferred Stock will mandatorily and automatically convert into shares of Company common stock at a conversion rate equal to the per share price at which the Company's common stock are sold in the Public Offering (subject to adjustment in certain customary circumstances to avoid dilution). Upon conversion of the Series A Convertible Preferred Stock, accrued but unpaid dividends, if any, will convert into shares of Company common stock at the same price.

Until the shares of Series A Convertible Preferred Stock convert into shares of common stock, the holders of Series A Convertible Preferred Stock will be entitled to receive, on each share of Series A Convertible Preferred Stock if, as and when declared by the Company's board of directors, cumulative cash dividends with respect to each dividend period at a per annum rate equal to 9.00% of the liquidation amount per share and the amount of accrued and unpaid dividends for any prior dividend period on such share of Series A Convertible Preferred Stock, if any. Dividends will begin to accrue and be cumulative from the issuance date and will be payable quarterly in arrears on March 15, June 15, September 15 and December 15. Dividends not timely paid on the Series A Preferred Stock will also compound on each scheduled dividend payment date.

The Company may not pay dividends on common stock for a period unless all accrued and unpaid dividends for all past dividend periods on all outstanding shares of Series A Convertible Preferred Stock have been or are contemporaneously declared or paid in full.

With respect to distributions upon the liquidation, winding-up and dissolution of the Company, the Series A Convertible Preferred Stock will:

- rank senior and prior to the Company's common stock, and each other class or series of equity securities, whether currently issued or issued in the future, that does not by its terms rank *pari passu* or senior to the Series A Convertible Preferred Stock with respect to payment of dividends or rights upon the Company's liquidation, dissolution or winding up of the affairs in the amount of \$100,000 per share plus the amount of any accrued and unpaid dividends, whether or not declared;
- rank on a parity with each other class or series of the Company's equity securities, whether currently issued or issued in the future, that by its terms provides that it ranks *pari passu* with the Series A Convertible Preferred Stock with respect to payment of dividends or rights upon liquidation, dissolution or winding up of the affairs of the Company; and

rank junior to each other class or series of the Company's equity securities, whether currently issued or issued in the future, that by its terms ranks senior to the Series A

Convertible Preferred Stock with respect to payment of dividends or rights upon liquidation, dissolution or winding up of the Company's affairs.

The Series A Convertible Preferred Stock is perpetual and is not redeemable by the Company, or by the holders of the Series A Convertible Preferred Stock. The Series A Convertible Preferred Stock will not have any voting rights, except to the extent required by Nevada law. At the closing of the Private Placement, the Company will enter into a registration rights agreement with the Purchasers to grant them mandatory, demand and piggyback registration rights with respect to the shares of the common stock issuable upon conversion of the Series A Convertible Preferred Stock.

The Series A Convertible Preferred Stock will rank on a priority with the \$100 million aggregate liquidation preference of Series T Preferred Stock, which the Company issued to the U.S. Treasury pursuant to the TARP Capital Purchase Program, as to dividends and upon liquidation, dissolution or winding up of the Company.

Preliminary Projected Third Quarter 2009 Financial Results

On September 21, 2009, the Company filed a Preliminary Prospectus Supplement relating to the underwritten public offering of its common stock in which the Company made the following disclosures relating to its preliminary projected third quarter 2009 financial results:

Projected Charge-Offs and Provision for Loan Losses. In the second quarter of 2009, the Company recognized a provision for loan losses of \$47.5 million, which was significantly higher than in previous quarters and which led to a net loss for that quarter of \$20.5 million. The Company has continued to proactively address problem assets and risks in its loan portfolio, and it performed an internal analysis of effects of possible losses on its capital position as of June 30, 2009 during the third quarter of 2009.

In early September 2009, the Company engaged a nationally recognized firm to conduct an independent review of its credit risk ratings or loan grading methodology. This firm reviewed 119 Florida commercial loans from approximately 88 relationships with individual balances of \$1 million or more and an aggregate principal balance of approximately \$341 million, or approximately 70% of the Company's total Florida commercial loan portfolio. It also reviewed 720 Illinois and Indiana commercial loans from approximately 314 relationships with balances of \$2 million or more, and with an aggregate principal balance of approximately \$1.2 billion, or approximately 50% of the Company's Illinois/Indiana commercial loan portfolio.

During September, concurrently with the outside review of the Company's credit grading, the Company intensively reviewed its loan portfolio and evaluated its credit ratings, its allowance for loan losses and the need for additional provisions for loan losses, charge-offs and loan impairments. The outside firm has completed its preliminary review, and has discussed its preliminary findings with Company management, but has not yet prepared a report. As part of preparing a report, the outside firm discusses differences in credit ratings with the Company, and evaluates additional information to narrow differences between the Company and the firm's ratings grades, especially where the outside firm's rating was lower than the Company's but where the outside firm may have lacked complete information on the credit. The outside firm has informed Company management that it believes the Company's credit risk ratings are reasonable, and based upon initial data and discussions, it appears that the outside firm and the Company's loan review grades are generally consistent with each other.

The Company uses its loan grading system and the related loan portfolio reviews to establish an allowance for loan losses that it believes will be adequate, to provide provisions for loan losses and to make loan impairment and charge-off decisions. The outside firm did not evaluate the adequacy of the Company's allowance for loan losses or the capital effects of the risks of loss in the Company's loan portfolio. However, its review and its preliminary conclusions about the Company's credit grading methodology supports the conclusions the Company has drawn from its internal review as to the reasonableness of its allowance for loan losses, provisions for loan losses, and loan impairments and charge-offs.

The Company has determined to write down problem credits aggressively, notably those in its Florida commercial loan portfolio, during the third quarter of 2009. As a result, the Company currently anticipates that it will recognize total net charge-offs between \$110 million and \$115 million and recognize a provision for loan losses of between \$120 million and \$125 million for the quarter ended September 30, 2009. Approximately 95% of these expected charge-offs and additional provisions for loan losses are attributable to the Company's Florida operations. Due to the significant expected charge-offs and loan loss provision, the Company anticipates recognizing a net loss for the quarter ended September 30, 2009 of between \$62.5 million and \$67.5 million, not including any potential goodwill impairment charges.

Because of the work the Company has done internally and with the outside firm, including the more adverse assumptions applied to the Company's Florida commercial loan portfolio, the Company believes that its loan charge-offs and impairments, and its rate of added provisions for loan losses in future quarters, starting with the fourth quarter of 2009, should be significantly lower than the Company's experience in the last few quarters.

Potential Goodwill Impairment. In addition to the projected charge-offs and provision for loan losses, the Company's net income for the third quarter of 2009 could be materially negatively affected by a potential non-cash goodwill impairment charge. As of June 30, 2009, the Company had \$228.9 million of goodwill, of which \$208.2 million related to Busey Bank, the Company's wholly owned principal banking subsidiary. The Company generally assesses its goodwill for impairment on an annual basis as of December 31. As of March 31, 2009, and June 30, 2009, however, the Company's market capitalization (market value of total common shares outstanding) was less than its stockholders' common equity, which indicated that goodwill may have been impaired. As a result, the Company's management performed a valuation analysis of the Company's goodwill and concluded that the Company's remaining goodwill was not impaired as of March 31, 2009 or June 30, 2009. The Company will perform another valuation analysis as of September 30, 2009 and believes that the first step of its goodwill analysis will indicate impairment that will require further testing.

Because the analysis of goodwill is a complex process that requires the use of multiple valuation methodologies and relies on several variables that cannot be determined at this time, the Company cannot predict at this time the results of its analysis of goodwill impairment. However, based on

management's preliminary analysis as of September 21, 2009, including the impact of the significant provision for loan losses that the Company expects to recognize during the third quarter of 2009 as discussed above, the Company believes there is a substantial likelihood that the Company's goodwill will be deemed to be impaired as of the September 30, 2009 testing date. If that is the case, the Company will be required to recognize a significant non-cash goodwill impairment charge in the third quarter of 2009. It is possible that all or substantially all of the \$208.2 million of goodwill related to Busey Bank recorded on the Company's balance sheet as of June 30, 2009 could be impaired. Any non-cash goodwill impairment charge would further increase the net loss that the

Company expects to realize for the quarter ending September 30, 2009 due to the expected significant provision for loan losses previously discussed, but such a goodwill impairment charge would not negatively affect, in any material way, the Company's liquidity or materially change the Company's regulatory capital ratios or other capital ratios, including tangible common equity to tangible assets and tangible common equity to risk-weighted assets ratios. The Company does not expect that its approximately \$20.7 million goodwill related to Busey Wealth Management or FirsTech will be impaired

Non-Compliance with Financial Covenants in Credit Agreement. The Company is a borrower under that certain Amended and Restated Credit Agreement, dated as of May 31, 2009, with JPMorgan Chase Bank, N.A. The \$46.0 million credit facility provided by the credit agreement is comprised of a term loan of \$26.0 million and a line of credit of up to \$20.0 million. The credit facility is secured by all of the capital stock of Busey Bank. Pursuant to the terms of the agreement, the term loan matures on June 1, 2011, and the line of credit matures on May 31, 2010. As of September 18, 2009, the Company had \$26.0 million in principal amount outstanding on the term loan and \$250,000 principal amount outstanding on the line of credit. The Company has made all required interest payments on the outstanding principal amounts on a timely basis.

The credit agreement contains certain representations and warranties and financial and negative covenants. A breach of any of these covenants could result in a default under the credit agreement. If measured as of September 21, 2009, the Company would not be in compliance with two of the financial covenants in the credit agreement and management does not expect to be in compliance with these covenants when they are tested as of September 30, 2009. The first such covenant requires that the Company maintain, at all times following June 30, 2009, a ratio of nonperforming loans plus other real estate owned to total loans plus other real estate owned of not more than 5.50%. The second covenant requires that the Company maintain, at all times, an annualized return on average assets ratio of not less than 0.40%. It is also unlikely that the Company will be able to comply with these covenants during at least the next two quarters following the quarter ending September 30, 2009, and it is possible that the Company will not be in compliance with other covenants in the credit agreement in the future. Although the Company expects to satisfy the minimum return on average assets ratio within the two quarters following the quarter ending September 30, 2009, restoring the Company's performing loans ratio to the minimum level may take longer depending on market conditions.

The Company has notified the lender that if measured as of September 21, 2009, it would not be in compliance with those specific financial covenants and that the Company does not expect to be in compliance at September 30, 2009. The Company has not been in compliance with certain financial covenants in previous quarters and the lender has granted the Company waivers of noncompliance. The Company is in discussions with the lender regarding the potential resolution of these issues for the third quarter of 2009, including a waiver of noncompliance, and the Company believes that it will come to an acceptable agreement with the lender.

Failure to be in compliance with any of the covenants in the credit agreement would give rise to an event of default under the credit agreement. The credit agreement provides that upon an event of default as the result of the Company's failure to comply with a covenant, the lender may immediately (i) terminate all commitments to extend further credit, (ii) declare amounts outstanding under the line of credit and the term loan immediately due and payable, (iii) impose a default rate of interest (iv) exercise all of its rights of setoff that the lender may have contractually, by law, in equity or otherwise, and (v) foreclose on all the capital stock the Company owns in Busey Bank, its principal subsidiary, which the Company has pledged to the lender. If the lender were to exercise its remedies under the credit agreement following an event of default, the Company could lose its principal asset and source

of earnings, and the Company's financial position, liquidity and earnings could be materially adversely affected, and would be materially and adversely affected upon foreclosure of Busey Bank stock. However, if the lender does not grant a waiver or is unwilling to change the terms of the covenants to the Company's satisfaction, then the Company intends to use available cash, which may include a portion of the proceeds from the Public Offering and the separate Private Placement to retire the \$26.0 million principal amount due and outstanding to the lender pursuant to the term loan and repay any amounts owing under the line of credit.

Correcting Information

The information set forth below corrects certain information as reported in the Company's Annual Report on Form 10-K for the year ended December 31, 2008 (the "2008 Form 10-K"):

Book Value Per Share as of December 31, 2009. On page 23 in the table "Selected Consolidated Financial Information" in Part II, Item 6 of the 2008 Form 10-K, the Company incorrectly reported the per share book value as of December 31, 2008. The correct book value was \$12.70 as of December 31, 2008, not \$12.36 as reported. Book value is calculated by dividing total capital by common shares outstanding as of the end of the period.

Commitments under Standby Letters of Credit, Unused Lines of Credit and Other Conditionally Approved Credit Lines. In Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 2008 Form 10-K, the Company incorrectly reported that its commitments under standby letters of credit, unused lines of credit and other conditionally approved credit lines, totaled approximately \$687.8 million as of December 31, 2008. The correct amount as of December 31, 2008 was approximately \$733.1 million.

Forward-Looking Statement

Certain statements contained in this Form 8-K that are not historical facts may constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, or the Exchange Act. These forward-looking statements are covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. These statements, which are based on certain assumptions and estimates describe the Company's future plans, strategies and expectations, can

generally be identified by the use of the words “may,” “will,” “should,” “could,” “would,” “goal,” “plan,” “potential,” “estimate,” “project,” “believe,” “intend,” “anticipate,” “expect,” “target,” “aim” and similar expressions. These forward-looking statements include statements relating to the Company’s projected growth, anticipated future financial performance, financial condition, credit quality and management’s long-term performance goals, as well as statements relating to the anticipated effects on results of operations and financial condition from expected developments or events, the Company’s business and growth strategies and any other statements that are not historical facts.

These forward-looking statements are subject to significant risks, assumptions and uncertainties, and could be affected by many factors. Factors that could have a material adverse effect on the Company’s financial condition, results of operations and future prospects can be found in the under Item 1A “Risk Factors” in the Annual Report on Form 10-K for the year ended December 31, 2008. These factors

include, but are not limited to, the following: (i) the effects of future economic, business and market conditions and changes, domestic and foreign, including seasonality; (ii) governmental monetary and fiscal policies; (iii) legislative and regulatory changes, including changes in banking, securities and tax laws and regulations and their application by the Company’s regulators, and changes in the scope and cost of Federal Deposit Insurance Corporation, or FDIC, insurance and other coverages; (iv) changes in accounting policies, rules and practices; (v) the risks of changes in interest rates on the levels, composition and costs of deposits, loan demand, and the values and liquidity of loan collateral, securities, and other interest sensitive assets and liabilities; (vi) the failure of assumptions and estimates underlying the establishment of reserves for possible loan losses and other estimates; (vii) changes in borrowers’ credit risks and payment behaviors; (viii) changes in the availability and cost of credit and capital in the financial markets; (ix) changes in the prices, values and sales volumes of residential and commercial real estate; (x) the effects of competition from a wide variety of local, regional, national and other providers of financial, investment and insurance services; (xi) the risks of mergers, acquisitions and divestitures, including, without limitation, the related time and costs of implementing such transactions, integrating operations as part of these transactions and possible failures to achieve expected gains, revenue growth and/or expense savings from such transactions; (xii) changes in technology or products that may be more difficult, costly, or less effective than anticipated; (xiii) the effects of war or other conflicts, acts of terrorism or other catastrophic events, including hurricanes, storms, droughts, tornados and flooding, that may affect general economic conditions, including agricultural production and demand and prices for agricultural goods and land used for agricultural purposes, generally and in the Company’s markets; (xiv) the failure of assumptions and estimates used in the Company’s review of its loan portfolio, the review of the Company’s credit grading methods by an independent firm and the Company’s analysis of its capital position; (xv) the risk that the Company’s deferred tax assets could be reduced if estimates of future taxable income from operations and tax planning strategies are less than currently estimated, and sales of the Company’s capital stock in the underwritten public offering described herein and/or other transfers of the Company’s capital stock could trigger a reduction in the amount of net operating loss carryforwards that the Company may be able to utilize for income tax purposes.

Because of those risks and other uncertainties, the Company’s actual future results, performance or achievement, or industry results, may be materially different from the results indicated by these forward-looking statements. In addition, the Company’s past results of operations are not necessarily indicative of its future results. You should not place undue reliance on any forward-looking statements, which speak only as of the dates on which they were made. The Company is not undertaking an obligation to update these forward-looking statements, even though circumstances may change in the future, except as required under federal securities law. The Company qualifies all of its forward-looking statements by these cautionary statements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 99.1 Stock Purchase Agreement
- 99.2 Investor slides

Signature

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.

Date: September 21, 2009

FIRST BUSEY CORPORATION

By: /s/ Van Dukeman
Name: Van Dukeman
Title: Chief Executive Officer

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") dated as of September 18, 2009, is by and among **FIRST BUSEY CORPORATION**, a Nevada corporation (the "Company"), and each of the investors listed on the Schedule of Purchasers attached hereto as **Annex I** (each individually, a "Purchaser," and collectively, the "Purchasers").

RECITALS

A. The Board has determined that that it would be in the best interests of the Company and its stockholders for the Company to raise a significant amount of capital in a public offering of common stock pursuant to a registration statement on Form S-3 filed with the U.S. Securities and Exchange Commission (the "SEC") and in a separate private placement of convertible preferred stock.

B. The Company has engaged an investment banking firm to facilitate the public offering and, in connection therewith, the Company anticipates that it will enter into an underwriting agreement (the "Underwriting Agreement") with the underwriters named therein (the "Underwriters") pursuant to which the Company will, subject to the satisfaction of the terms and conditions set forth in the Underwriting Agreement, issue and sell to the Underwriters shares (the "Offered Shares") of the Company's common stock, par value \$0.001 per share (the "Common Stock"), in connection with an offering to the public (the "Follow-On Offering") of the Offered Shares for a per share price that will be determined by the Company and the Underwriters immediately prior to the execution of the Underwriting Agreement (the "Offering Price").

C. Prior to the date of this Agreement, August C. Meyer, Jr. 2009 GRAT-1, Elisabeth Meyer Kimmel 2009 GRAT-1 and Inna Meyer (the "CIBC Notificants"), who are among the Purchasers, filed a Interagency Notice of Change in Control (the "Change in Control Notice") with the Federal Reserve Bank of Chicago (the "Federal Reserve Bank") to obtain the Federal Reserve Bank's consent to their acquisition of "control" (as defined in the Bank Holding Company of 1956, as amended (the "BHC Act")) of the Company and Busey Bank, an Illinois state-chartered bank and a wholly-owned subsidiary of the Company (the "Bank").

D. Separate from the Follow-On Offering, the Company, with assistance from its Placement Agent (as defined in **Section 7.12** below), offered, in a transaction exempt from registration, shares of a new series of convertible preferred stock of the Company (the "Preferred Shares"). Subject only to (i) the closing of the Follow-On Offering (without regard to the exercise or not of any option granted to the Underwriters in the Underwriting Agreement) (the "Follow-On Offering Closing") and (ii) receipt of the Federal Reserve Bank's notice of no objection to the Change in Control Notice and (iii) the other conditions set forth in **Sections 5.1** and **5.3** hereof, the Purchasers will purchase, in the aggregate, three hundred ninety three (393) shares of Series A Preferred Shares, which will be (upon the shareholder approvals described in Section 3.1(h) below) convertible automatically into shares of Common Stock at the Offering Price and will have substantially the other terms set forth in the form of Certificate of Designations for the Preferred Shares attached hereto as **Exhibit A** (the "Series A Certificate of Designations"), and the Company desires to issue and sell such shares to the Purchasers. Each Purchaser desires to purchase that number of Preferred Shares set forth opposite such Purchaser's name in column (3) on the Schedule of Purchasers.

E. The Company and each Purchaser is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 of Regulation D ("Regulation D") as promulgated by the U.S. Securities and Exchange Commission (the "SEC") under the Securities Act.

In consideration of the foregoing premises, which are incorporated herein by this reference, and the following mutual promises, covenants and agreements, the Company and each Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Definitions.** Certain of the capitalized terms used but not defined herein have the meanings assigned to them in **Annex II** (which is incorporated herein by reference).

1.2 **Principles of Construction.** With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

ARTICLE 2 PURCHASE AND SALE

2.1 **Purchase and Sale of Preferred Shares.** Subject to (a) the terms and conditions set forth in this Agreement, (b) the Follow-On Offering Closing and (c) receipt of the Federal Reserve Bank's notice of no objection to the Change in Control Notice, the Company will issue and sell to each Purchaser, and each Purchaser severally, but not jointly, will purchase from the Company on the Closing Date the number of Preferred Shares as is set forth opposite such Purchaser's name in column (3) on the Schedule of Purchasers.

2.2 **Purchase Price.** The aggregate purchase price for the Preferred Shares to be purchased by each Purchaser (the "Purchase Price") shall be the amount set forth opposite such Purchaser's name in column (4) on the Schedule of Purchasers. Each Purchaser shall pay \$100,000.00 for each Preferred Share to be purchased by such Purchaser at the Closing.

2.3 **Closing.** The closing of the acquisition of the Preferred Shares (the "Closing") by the Purchasers shall occur at the offices of counsel to the Company, Barack Ferrazzano Kirschbaum & Nagelberg LLP, 200 West Madison Street, Suite 3900, Chicago, Illinois 60606. The date and time of the Closing (the "Closing Date") shall be 10:00 a.m., Chicago time, on the third Business Day after the satisfaction (or waiver) of the conditions to the Closing set forth in **Article 5** below (other than any such condition required to be satisfied at the Closing) or such other date and time as is mutually agreed to by the Company and the Majority of Purchasers not more than ten Business Days after such satisfaction (or waiver) of the conditions to the Closing. At the Closing,

the Company and the Purchasers shall make certain deliveries, as specified herein, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

2.4 Delivery of Payment and Preferred Shares. On the Business Day preceding the Closing Date, each Purchaser shall deliver to the Company the Purchase Price by wire transfer of immediately available funds to an account designated by the Company in writing by 1:30 p.m. At the Closing, the Company shall deliver to each Purchaser the Preferred Shares, each duly executed on behalf of the Company and registered in the name of such Purchaser or its designees.

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ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to each of the Purchasers as follows:

- (a) *Organization, Legal Capacity and Authority.* The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as currently conducted.
- (b) *Bank Holding Company; State Bank Status.* The Company is duly registered as a bank holding company under the BHC Act and meets in all material respects the applicable requirements for qualification as such. The Bank holds the requisite authority from the DFPR to conduct business as a state-chartered bank under the laws of the State of Illinois.
- (c) *Authorization and Validity of Agreements.* The Company has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms.
- (d) *No Conflicts.* The execution, delivery and performance of this Agreement by the Company will not conflict with, violate or result in the breach of any agreement, instrument, order, judgment, law or governmental regulation to which the company is a party or is subject, nor, upon the Closing, will the consummation of the transactions contemplated hereby conflict with any provisions of the Company's articles of incorporation or by-laws.
- (e) *Exemption from Registration; No Integration; No General Solicitation.*
- (i) Subject to the accuracy of the representations and warranties of each Purchaser, it is not necessary in connection with the offer, sale and delivery of the Preferred Shares to the Purchasers in the manner contemplated by this Agreement to register the Preferred Shares under the Securities Act.
- (ii) Neither the Company nor any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) of the Company has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Preferred Shares in a manner that would require the registration under the Securities Act of the Preferred Shares or (ii) offered, solicited offers to buy or sold the Preferred Shares by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.
- (f) *Company Capitalization.* The authorized capital stock of the Company consists of: (i) 60,000,000 shares of Common Stock; and (ii) 1,000,000 shares of preferred stock, par value \$0.001 per share. As of the date of this Agreement (not including the effects of the Follow-On Offering), there are: (i) (A) 35,815,892 shares of Common Stock issued and outstanding; (B) 1,976,205 shares of Common Stock reserved for issuance pursuant to the Company's employee benefit plans; and (C) 1,147,666 shares of Common Stock reserved for issuance upon exercise of the warrant issued to the U.S. Treasury pursuant

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to the Capital Purchase Program; and (ii) 100,000 shares of preferred stock designated as Fixed Rate Cumulative Perpetual Preferred Stock, Series T, all of which are issued and outstanding and held by the U.S. Treasury.

(g) *Issuance of Securities.* Upon issuance to the Purchasers, the Preferred Shares will have been duly authorized and validly issued without violation of the preemptive rights of any Person and will be fully-paid and nonassessable, free and clear of any liens, taxes or charges with respect to the use thereof and shall be entitled to the rights and preferences set forth in the Series A Certificate of Designations. If the Stockholder Approval referred to in **Section 3.1(h)(ii)** is obtained, upon issuance or conversion in accordance with the Series A Certificate of Designations, the Conversion Shares will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens or charges with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Common Stock. Subject to the accuracy of the representations and warranties of the Purchasers in this Agreement, the offer, sale and issuance of the Securities hereunder is exempt from registration under the Securities Act (pursuant to the exemption provided by Section 4(2) thereof) and all applicable state securities laws.

(h) *Approvals.*

(i) The Board has: (A) determined that the transactions contemplated hereby and the Series A Certificate of Designations are advisable and in the best interests of the Company; (B) adopted the Transaction Documents and expressly approved the issuance and sale of the Preferred Shares to the Purchasers; (C) approved an amendment to the Company's articles of incorporation to increase the number of authorized shares of Common Stock from 60,000,000 to 100,000,000 (the "Articles Amendment") to provide sufficient shares of Common Stock for reservation in connection with the

conversion of the Preferred Shares and for corporate flexibility; and (D) approved and resolved to recommend that the Company's stockholders vote in favor of each of the Proposals (as defined below).

(ii) The only votes of the Company's stockholders required to approve and adopt the Transaction Documents and the transactions contemplated hereby are: (A) the affirmative vote of the holders of a majority of the shares of Common Stock present in person or represented by proxy at a duly called meeting of the Company's stockholders at which the requisite quorum is present to approve the conversion feature of the Preferred Shares as required by Nasdaq; and (B) the affirmative vote of the holders of a majority of the outstanding shares of Common Stock to approve the Articles of Amendment (such proposals are referred to herein collectively as the "Proposals," and the receipt of sufficient votes required to approve all such Proposals is referred to herein as the "Stockholder Approval").

3.2 Purchaser's Representations and Warranties. Each Purchaser hereby represents and warrants to the Company, with respect to itself only, as follows:

(a) Such Purchaser has a preexisting relationships with the Company and learned of an offering of Company securities other than from the Company's filing of a registration statement or any solicitation using the prospectus contained therein, and such Purchaser has had an interest in purchasing Company securities separate from and/or prior to the filing of a registration statement by the Company.

(b) *Organization, Legal Capacity and Authority.*

(i) If such Purchaser is a legal entity, such Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and, in the case of the CIBC Notificants, subject to the receipt of any Bank Regulatory Approvals, to consummate the transactions contemplated by the

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Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder, and has conducted business previously and has not been organized for the purpose or in contemplation of investing in Preferred Shares.

(ii) If such Purchaser is a natural Person, such Purchaser has the legal capacity and the right to execute, deliver, enter into and, in the case of the CIBC Notificants, subject to the receipt of any Bank Regulatory Approvals, consummate and perform the transactions contemplated by the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder.

(c) *Authorization and Validity of Agreements.* Such Purchaser has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance by such Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action of such Purchaser. No prior Bank Regulatory Approval or other approval that has not been received and is in full force and effect is needed for and Purchaser to enter into this Agreement. Subject, only in the case of the CIBC Notificants, to their receipt of any Bank Regulatory Approvals, this Agreement constitutes a legal, valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its respective terms.

(d) *No Conflicts.* The execution, delivery and performance of this Agreement by such Purchaser will not: (i) if Purchaser is a business entity, conflict with any provisions of such Purchaser's organizational documents; or (ii) subject, only in the case of the CIBC Notificants, to their receipt of any Bank Regulatory Approvals, conflict with, violate or result in the breach of any agreement, instrument, order, judgment, law or governmental regulation to which such Purchaser is a party or is subject.

(e) *No Public Sale or Distribution.* Such Purchaser is: (i) acquiring the Preferred Shares and (ii) upon conversion of the Preferred Shares, will acquire the Conversion Shares, in each case, for its own account and not with a view toward, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempt from registration under the Securities Act. Such Purchaser does not presently have any agreement or understanding, directly or indirectly, with any Person to resell or distribute any of the Securities. Such Purchaser is not a broker-dealer (registered or otherwise) or an affiliate of a broker-dealer. The Purchaser understands and agrees that the Preferred Shares and the Conversion Shares will be "restricted securities" and will not be freely transferable, and will be subject to the lock-up letter substantially in the form attached as Exhibit A hereto. It is also understood that at the Closing the Purchasers and the Company will enter into a registration rights agreement substantially in the form attached as Exhibit B hereto.

(f) *Accredited Investor Status.* Such Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D on the basis set forth on the signature page hereto executed by such Purchaser. Such Purchaser has such knowledge and experience in financial and business matters that such Purchaser is capable of evaluating the merits and risks of its investment in the Securities.

(g) *Reliance on Exemptions.* Such Purchaser understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of U.S. federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and

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understandings of such Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of such Purchaser to acquire the Securities.

(h) *Access to Information.* Such Purchaser (or a duly authorized representative thereof) has been furnished with, and will hold strictly confidential, materials relating to the business, finances and operations of the Company, including information concerning the Bank, and materials relating to the offer and sale of the Securities that have been requested by such Purchaser. Such Purchaser (or a duly authorized representative thereof) has been afforded the opportunity to ask questions of the Company, and has reviewed and considered carefully all information it deems relevant in making an informed decision to purchase the Securities. Such Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment

decision with respect to its acquisition of the Securities, and confirms that it has not received or relied upon any such advice from the Company or the Placement Agent. Such Purchaser understands that its investment in the Securities involves a high degree of risk, and agrees that it can maintain an illiquid investment in the Securities indefinitely, and can afford a complete loss of its investment.

(i) *No Governmental Review.* Such Purchaser understands that no governmental authority has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor has any such governmental authority passed upon or endorsed the merits of the offering of the Securities. **THE SECURITIES ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FDIC.**

(j) *Transfer or Resale.* Such Purchaser understands that: (i) the Securities have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder or (B) such Purchaser shall have delivered to the Company an opinion of counsel, in a form reasonably acceptable to the Company and its counsel, to the effect that such Securities to be sold, assigned or transferred are being sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the Securities Act (or a successor rule thereto) (collectively, "Rule 144"), or another specified exemption from such registration; (ii) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and further, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require registration under the Securities Act or compliance with another available exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Securities under the Securities Act or any state securities laws.

(k) *Contingency of Conversion Feature.* Such Purchaser understands that until the Company obtains the Stockholder Approval, the Preferred Shares may not be converted into the Conversion Shares.

(l) *Certain Trading Activities.* Such Purchaser has not directly or indirectly, nor has any Person who is subject to the direction or control of such Purchaser and who is acting on behalf of or pursuant to any understanding with such Purchaser, (i) engaged in any short sales involving the Company's securities since the date that such Purchaser first became aware of the transactions contemplated hereby, or (ii) traded in securities of the Company while aware of material non-public information regarding the Company or its securities, including, without limitation, the existence of the proposed Follow-On Offering. Such Purchaser covenants that neither it, nor any person who is subject to the direction or control of such Purchaser and who is acting on its behalf or pursuant to any understanding with it, will trade in securities of the Company while aware of material non-public information regarding the Company or its securities, and will not provide any such material non-public information to anyone

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else for any purpose other than to their advisors who have been directed to use such material non-public information solely for assisting the Purchaser in evaluating an investment in Preferred Shares and to hold such information strictly confidential.

ARTICLE 4 COVENANTS

4.1 Stockholders' Meeting. The Company shall take all action necessary to duly call, give notice of, convene and hold a special meeting of stockholders for the purpose of obtaining the Stockholder Approval, as promptly as reasonably practicable following the Closing (the "Stockholders' Meeting"), and the date such Stockholder Approval is obtained, the "Stockholder Approval Date"). If the Company does not obtain the Stockholder Approval at the Stockholders' Meeting, the Company agrees that it will take all necessary action to have the Proposals voted upon at any subsequent meeting of stockholders of the Company until the Stockholder Approval is obtained.

4.2 Proxy Material. In connection with the Stockholders' Meeting, the Company will promptly prepare and file with the SEC a proxy statement (as it may be amended or supplemented from time to time, the "Proxy Statement") related to the consideration of the Proposals at the Stockholders' Meeting, prepare and file any amendments or supplements necessary to be filed in response to any SEC comments or as otherwise required by law, mail to its stockholders within the timeframe required by rules and regulations of the SEC the Proxy Statement and all other customary proxy or other materials for meetings such as the Stockholders' Meeting and otherwise use commercially reasonable efforts to comply with all requirements of law applicable to any Stockholders' Meeting. The Proxy Statement shall include the recommendation of the Board that stockholders vote in favor of the adoption of all of the Proposals at the Stockholders' Meeting.

4.3 Reservation of Shares. Subject to receipt of the Stockholder Approval, the Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance as Conversion Shares, no less than the maximum number of shares of Common Stock then issuable upon conversion of the outstanding Preferred Shares.

4.4 Conduct of Business. The Company agrees that during the period from the date of this Agreement to the Closing Date, the business and operations of the Company and its subsidiaries shall be conducted in the ordinary course of business consistent with past practice.

4.5 Reasonable Best Efforts; Cooperation. Each party hereto shall use its reasonable best efforts to satisfy on the timely basis each of the covenants and conditions to be satisfied by it as provided in **Article 4** and **Article 5** of this Agreement. Each party hereto shall refrain from taking any action which would render any representation or warranty contained in **Article 3** of this Agreement inaccurate in any material respect as of the Closing Date. Each party shall promptly notify the other of (i) any event or matter that would reasonably be expected to cause any of its representations or warranties to be untrue in any material respect as of the Closing Date or that would reasonably be expected to cause any of the conditions to closing provided in **Article 5** not to be satisfied in the manner contemplated herein, or (ii) any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge the legality of any of the transactions contemplated by this Agreement.

4.6 Bank Regulatory Approvals. The parties shall file any and all required applications and notices (including any and all required ancillary documents) with the appropriate Bank Regulatory Authorities in connection with the transactions contemplated by the Transaction Documents to obtain as promptly as practicable any and all Bank Regulatory Approvals, and shall use its reasonable best efforts to take, or cause to be taken, all commercially reasonable actions necessary or advisable to obtain such

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Bank Regulatory Approvals in a timely manner. The CIBC Notificants will promptly notify the Company of the receipt of any action by the Federal Reserve Board upon their Change in Control Notice.

4.7 Voting Agreement. Each Purchaser, individually and severally, and not jointly, agrees to vote or cause to be voted all shares of Common Stock that he, she or it directly or beneficially owns with the power to vote or direct the voting of such shares of Common Stock in favor of the adoption of all of the Proposals at the Stockholders' Meeting.

4.8 Further Assurances. Each party hereto shall execute and deliver such instruments and take such other actions prior to or after Closing as any other party may reasonably request in order to carry out the intent of this Agreement, including without limitation obtaining any required consents or approvals from third parties. Each Purchaser confirms that it has not and will not participate in the Follow-On Offering.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions to the Obligations of Each Party. The respective obligations of each party to this Agreement is subject to the satisfaction or waiver on or prior to the Closing Date with respect to the Preferred Shares of each of the following conditions:

(a) *Governmental Filings and Consents.* All material governmental consents, orders and approvals legally required for the consummation of the transactions contemplated hereby shall have been obtained and be in full force and effect, including each of the Bank Regulatory Approvals.

(b) *No Injunctions or Restraints.* No court or other Governmental Authority having jurisdiction over the Company or any of its subsidiaries or any Purchaser shall have instituted, enacted, issued, promulgated, enforced or entered any legal requirement (whether temporary, preliminary or permanent) that is then in effect and that (i) has the effect of making illegal or otherwise prohibiting or invalidating consummation of any of the Transactions or any provision of this Agreement or any of the other Transaction Documents or (ii) seeks to restrain, prohibit or invalidate the consummation of any of the Transactions or to invalidate any provision of this Agreement or any of the other Transaction Documents.

(c) *Follow-on Offering.* The Follow-On Offering Closing shall have been consummated.

5.2 Conditions to Obligations of the Company. The obligation of the Company hereunder to issue and sell the Preferred Shares to each Purchaser at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing each Purchaser with prior written notice thereof:

(a) Each Purchaser shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company.

(b) Each Purchaser shall have delivered to the Company the Purchase Price for the Preferred Shares being purchased by such Purchaser at the Closing by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company.

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(c) Each Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Purchaser at or prior to the Closing Date.

(d) The representations and warranties of each Purchaser contained in **Section 3.2** shall be true and correct on and as of the Closing Date as if made on and as of such date, other than representations and warranties which address matters only as of a certain date, which shall be true and correct as of such certain date, except for such failures to be true and correct as individually or in the aggregate, did not, and would not reasonably be expected to result in, a Material Adverse Effect.

5.3 Conditions to Obligations of Each Purchaser. The obligation of each Purchaser hereunder to purchase the Preferred Shares at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that, except with respect to the CIBC Notificants, the conditions set forth in Section 5.3(a), these conditions are for the Purchasers' sole benefit and may be waived by the Majority of Purchasers in their discretion on behalf of all Purchasers at any time by providing the Company with prior written notice thereof:

(a) The Federal Reserve Bank shall have provided its notice of no-objection to the Change in Control Notice filed by the CIBC Notificants. No Purchaser shall have an obligation to purchase Preferred Shares prior to the CIBC Notificants' receipt of such notice of no-objection to the Change in Control Notice filed by the CIBC Notificants.

(b) The Company shall have duly executed and delivered (i) each of the Transaction Documents, and (ii) stock certificates representing the Preferred Shares (in such number as is set forth across from each Purchaser's name in column (3) of the Schedule of Purchasers) being purchased by each Purchaser at the Closing pursuant to this Agreement.

(c) The Certificate of Designation for the Preferred Shares shall have been duly filed with the Secretary of State of the State of Nevada and shall be in full force and effect, enforceable against the Company in accordance with its terms and shall not have been amended.

(d) The Company shall have performed, satisfied and complied in all material respects each of its respective covenants and agreements contained in this Agreement and required to be performed, satisfied or complied at or prior to the Closing.

(e) The representations and warranties of the Company contained in **Section 3.1** shall be true and correct on and as of the Closing Date as if made on and as of such date, other than representations and warranties which address matters only as of a certain date, which shall be true and

correct as of such certain date, except for such failures to be true and correct as individually or in the aggregate, did not, and would not reasonably be expected to result in, a Material Adverse Effect.

ARTICLE 6 TERMINATION

6.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing, by mutual written consent of the Company and the Majority of Purchasers.

6.2 Termination for Failure to Consummate the Follow-On Offering. This Agreement will automatically terminate without further action by any of the parties hereto if, prior to the Follow-On Offering Closing, the Underwriting Agreement is terminated pursuant to its terms.

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6.3 Termination for Failure to Obtain Bank Regulatory Approvals. With respect to each Purchaser, this Agreement will automatically terminate without further action by any of the parties hereto if, notwithstanding such party's compliance with Section 4.6 hereof, any Bank Regulatory Authority responsible for a Bank Regulatory Approval has formally notified the parties hereto that a Bank Regulatory Approval will not be obtained with respect to that Purchaser or if such Bank Regulatory Authority requests that the Company or the respective Purchaser, as applicable, withdraw any application or notice necessary to obtain a Bank Regulatory Approval.

6.4 Termination Because Conditions to Performance Not Met. This Agreement may be terminated;

(a) by the Company upon written notice in the event of a material breach of any covenant or agreement to be performed or complied with by the Purchasers pursuant to the terms of this Agreement, which breach would result in a condition to Closing set forth in **Section 5.2** hereof becoming incapable of fulfillment or cure (which condition has not been waived by the Company in writing); or

(b) by a Majority of Purchasers upon written notice in the event of a material breach of any covenant or agreement to be performed or complied with by the Company pursuant to the terms of this Agreement, which breach would result in a condition to Closing set forth in **Section 5.3** hereof becoming incapable of fulfillment or cure (which condition has not been waived by a Majority of Purchasers in writing).

6.5 Effect of Termination. In the event of any termination of this Agreement, this Agreement shall become void and have no effect, without liability to any person in respect hereof on the part of any party hereto, except for any liability resulting from such party's breach of this Agreement prior to such termination.

ARTICLE 7 MISCELLANEOUS

7.1 Action by Majority of Purchasers. Subject to the terms of this **Section 7.1**, each Purchaser hereby agrees that prior to the Closing the affirmative approval of the Majority of Purchasers shall have full power and authority to: (i) waive any of the conditions set forth in **Section 5.3** hereof; and (ii) amend or modify any of the provisions of this Agreement and the other Transaction Documents; *provided, however*, that any such amendment or modification pursuant to this clause (ii) that (A) changes the purchase price, dividend rate, voting rights, conversion price, conversion rights, or exchange rights of any of the Securities, or (B) materially and adversely affects any other significant rights of Purchasers under this Agreement or any of the Transaction Documents, shall require the written consent of each Purchaser.

7.2 Survival. The respective representations, warranties, covenants and agreements of the Company and the Purchasers set forth in this Agreement or any other Transaction Document or in any exhibit, schedule, certificate or instrument attached or delivered pursuant hereto or thereto (except covenants and agreements which are expressly required to be performed and are performed in full on or prior to the Closing Date) shall survive the Closing and the consummation of the Transactions contemplated by this Agreement for a period ending on the last to occur of (A) the date that Stockholder Approval is obtained, or (B) June 30, 2010.

7.3 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed

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by the internal laws of the State of Illinois applicable to contracts made and wholly to be performed in such state without regard to conflicts of laws.

7.4 Non-Transferable; Successors. None of the parties to this Agreement may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement and every representation, warranty, covenant, agreement and provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs and personal and legal representatives.

7.5 Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

7.6 Notices. Any notices delivered pursuant to or in connection with this Agreement shall be delivered to the applicable parties at the addresses set forth below:

If to the Company, to:
First Busey Corporation
201 West Main Street
Urbana, Illinois 61801

Telephone: (217) 365-4516
Facsimile: (217) 365-4592
Attention: Van Dukeman
President and CEO

If to the Purchasers, to the address set forth on Annex I.

or to such other Person or place as the Company or the Purchasers, as the case may be, shall furnish to the other parties to this Agreement.

7.7 Entire Agreement. This Agreement and any documents executed by the parties pursuant to this Agreement and referred to herein constitute the entire understanding and agreement of the parties hereto and supersede all other prior agreements and understandings, written or oral, relating to such subject matter between the parties.

7.8 Modification. This Agreement may not be amended except by a written agreement signed by the Company and a Majority of Purchasers.

7.9 Severability. If any provision of this Agreement is held to be prohibited by or invalid under applicable legal requirements, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement unless the consummation of the transactions contemplated by this Agreement is adversely affected thereby.

7.10 Further Assurances. The parties agree: (a) to furnish upon request to each other such further information; (b) to execute and deliver to each other such other documents; and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

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7.11 Enforcement of Agreement. The parties acknowledge and agree that a non-breaching party would be irreparably damaged if any of the provisions of this Agreement are not performed and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement.

7.12 Brokers, etc. The Company has retained Fox-Pitt Kelton Cochran Caronia and Waller as its placement agent (the "Placement Agent") in connection with the offering and sale of the Preferred Shares, and will pay the fees and expenses of the Placement Agent, and indemnify, defend and hold harmless the Purchasers from any obligation to pay the Placement Agent's fees and expenses. No Purchaser has engaged, and each Purchaser agrees not to incur or create any obligation to pay any broker's, finder's or similar fees, commissions and expenses (other than fees and expenses owed by the Company to the Placement Agent) in connection with the transactions contemplated hereby, each Purchaser and shall indemnify, defend and hold harmless the Company from any claims for such fees, commissions and expenses incurred by such Purchaser's action.

7.13 Counterparts. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

COMPANY:

FIRST BUSEY CORPORATION

By: /s/ Van A. Dukeman

Name: Van A. Dukeman

Title: President and Chief Executive Officer

PURCHASERS:

AUGUST C MEYER, JR. 2009 GRAT-1

/s/ August C. Meyer, Jr.

August C. Meyer, Jr., Trustee

RICK L. STEPHENS TRUST DATED 3-11-1999

/s/ Rick L. Stephens

Rick L. Stephens, Trustee

ELISABETH MEYER KIMMEL 2009 GRAT-1

/s/ Elisabeth M. Kimmel

Elisabeth M. Kimmel, Trustee

INNA M. MEYER

/s/ Inna M. Meyer

Inna M. Meyer

GEORGE S. SHAPLAND

/s/ George S. Shapland
George S. Shapland

DOUGLAS C. MILLS

/s/ Douglas C. Mills
Douglas C. Mills

DAVID J. DOWNEY

/s/ David J. Downey
David J. Downey

VAN A. DUKEMAN

/s/ Van A. Dukeman
Van A. Dukeman

GREGORY B. LYKINS

/s/ Gregory B. Lykins
Gregory B. Lykins

JOSEPH M. AMBROSE

/s/ Joseph M. Ambrose
Joseph M. Ambrose

THOMAS M. GOOD

/s/ Thomas M. Good
Thomas M. Good

MARY LAKEY

/s/ Mary Lakey
Mary Lakey

V.B. LEISTER, JR.

/s/ V.B. Leister, Jr.
V.B. Leister, Jr.

DAVID B. WHITE

/s/ David B. White
David B. White

EDWIN A. SCHARLAU II

/s/ Edwin A. Scharlau II
Edwin A. Scharlau II

ROBIN N. ELLIOTT

/s/ Robin N. Elliott
Robin N. Elliott

E. PHILLIPS KNOX

/s/ E. Phillips Knox
E. Phillips Knox

N. JOHN WADDOCK

/s/ N. John Waddock
N. John Waddock

DAVID IKENBERRY

SCHEDULE OF PURCHASERS

(1) PURCHASER NAME	(2) PURCHASER'S ADDRESS	(3) NUMBER OF PREFERRED SHARES	(4) AGGREGATE PURCHASE PRICE
August C. Meyer, Jr. 2009 GRAT-1		150	\$ 15,000,000
Inna Meyer		100	10,000,000
Rick L. Stephens Trust dated 3-11-1999		50	5,000,000
Elisabeth Meyer Kimmel 2009 GRAT-1		20	2,000,000
George T. Shapland		20	2,000,000
Douglas C. Mills		15	1,500,000
David J. Downey		10	1,000,000
Van A. Dukeman		6	600,000
Gregory B. Lykins		5	500,000
Joseph M. Ambrose		5	500,000
V.B. Leister, Jr.		2	200,000
Thomas M. Good		2	200,000
David B. White		2	200,000
Mary Lakey		2	200,000
Edwin A. Scharlau II		1	100,000
Robin N. Elliott		1	100,000
E. Phillips Knox		1	100,000
N. John Waddock		0.75	75,000
David Ikenberry		0.25	25,000

Annex II

DEFINED TERMS

- (a) “Bank Regulatory Approvals” means the approvals and consents of each of the Bank Regulatory Authorities which are required to be obtained by any party hereto prior to consummation of the transactions contemplated by this Agreement, including, without limitation, approval of CIBC Notificant’s Change in Bank Control Act Notice by the Federal Reserve Bank.
- (b) “Bank Regulatory Authorities” means the Board of Governors of the Federal Reserve System, the FDIC or the DFPR, as applicable.
- (c) “Conversion Shares” means the shares of Common Stock issuable upon conversion of the Preferred Shares.
- (d) “DFPR” means the Illinois Department of Financial and Professional Regulation.
- (e) “FDIC” means the Federal Deposit Insurance Corporation.
- (f) “Majority of Purchasers” means the holders of at least a majority in interest of the Purchasers as represented by the number of Preferred Shares for which such Purchasers have subscribed as set forth in the Schedule of Purchasers.
- (g) “Securities” means, collectively, the Preferred Shares and the Conversion Shares.
- (h) “Transaction Documents” means this Agreement, the Series A Certificate of Designations, the lock-up letter, the registration rights agreement and each of the other agreements entered into by the Company in connection with the transactions contemplated by this Agreement.
- (i) “Transactions” means the sale and issuance of the Preferred Shares to the Purchasers, the issuance of the Conversion Shares and the execution and delivery of the Transaction Documents and the consummation by the Company of all of the transactions contemplated by this Agreement.
- (j) “U.S. Treasury” means the United States Department of the Treasury.
- (k) In addition to the terms defined above, the following terms are defined elsewhere in this Agreement:

Term	Section Reference
Agreement	Preamble
Articles Amendment	3.1(h)(i)
Bank	Recitals
BHC Act	Recitals
Change in Control Notice	Recitals
CIBC Notificants	Recitals
Closing	2.3

Closing Date	2.3
Common Stock	Recitals
Company	Preamble
Federal Reserve Bank	Recitals
Federal Reserve Notice	Recitals
Follow-On Offering	Recitals
Follow-On Offering Closing	Recitals

Term	Section Reference
Offered Shares	Recitals
Offering Price	Recitals
Placement Agent	7.12
Preferred Shares	Recitals
Proposals	3.1(h)(ii)
Proxy Statement	4.2
Purchase Price	2.2
Purchaser(s)	Preamble
Regulation D	Recitals
Rule 144	3.2(j)
SEC	Recitals
Securities Act	Recitals
Series A Certificate of Designations	Recitals
Stockholder Approval	3.1(h)(ii)
Stockholder Approval Date	4.1
Stockholders' Meeting	4.1
Underwriters	Recitals
Underwriting Agreement	Recitals

First Busey Corporation

Common Stock Follow-on Offering

September 2009



FORWARD LOOKING STATEMENTS

This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 with respect to the financial condition, results of operations, plans, objectives, future performance and business of First Busey. Forward-looking statements, which are based on certain assumptions and describe First Busey's future plans, strategies and expectations, are generally identifiable by the use of words such as "believe," "expect," "anticipate," "plan," "intend," "estimate," "may," "will," "would," "could," "should," "project" or other similar expressions. Additionally, all statements in this presentation, including forward-looking statements, speak only as of the date they are made, and we undertake no obligation to update any statement in light of new information or future events. A number of factors, many of which are beyond our ability to control or predict, could cause actual results to differ materially from those presented. These factors include, among others, the following: (i) the effects of future economic, business and market conditions and changes, domestic and foreign, including seasonality; (ii) governmental monetary and fiscal policies; (iii) legislative and regulatory changes, including changes in banking, securities and tax laws and regulations and their application by our regulators, and changes in the scope and cost of Federal Deposit Insurance Corporation, or FDIC, insurance and other coverages; (iv) changes in accounting policies, rules and practices; (v) the risks of changes in interest rates on the levels, composition and costs of deposits, loan demand, and the values and liquidity of loan collateral, securities, and interest sensitive assets and liabilities; (vi) the failure of assumptions and estimates underlying the establishment of reserves for possible loan losses and other estimates; (vii) changes in the availability and cost of credit and capital in the financial markets; (viii) changes in the prices, values and sales volumes of residential and commercial real estate; (ix) the effects of competition from a wide variety of local, regional, national and other providers of financial, investment and insurance services; (x) the risks of mergers, acquisitions and divestitures, including, without limitation, the related time and costs of implementing such transactions, integrating operations as part of these transactions and possible failures to achieve expected gains, revenue growth and/or expense savings from such transactions; (xi) changes in technology or products that may be more difficult, costly, or less effective than anticipated; (xii) the effects of war or other conflicts, acts of terrorism or other catastrophic events, including hurricanes and flooding, that may affect general economic conditions generally and in our markets; (xiii) the failure of assumptions and estimates, differences in and changes to, economic, business market and credit conditions, including changes in borrowers' credit risks and payment behaviors from those used in our loan portfolio stress tests and credit evaluations; and (xiv) the risks that our deferred tax assets could be reduced if estimates of future taxable income from our operations and tax planning strategies are less than currently estimated, and sales of our capital stock in this offering and/or other transfers of our capital stock could trigger a reduction in the amount of net operating loss carryforwards that we may be able to utilize for income tax purposes. These risks and uncertainties should be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. Additional information concerning First Busey and its business, including additional factors that could materially affect our financial results, is included in the accompanying preliminary prospectus supplement and prospectus, including the documents incorporated by reference therein.

NOTE REGARDING NON-GAAP FINANCIAL MEASURES

This presentation contains financial information determined by methods other than those prescribed by accounting principles generally accepted in the United States of America ("GAAP"). First Busey's management uses these "non-GAAP" financial measures in its analysis of the Company's capital and performance. First Busey's management and investors often use the ratio of tangible common equity to tangible assets and the ratio of tangible common equity to risk-weighted assets to assess the quality of capital. Such capital measures are not necessarily comparable to similar capital measures that may be presented by other companies.

Tax equivalent net interest income is a common term and measure used in the banking industry but is not a term used under GAAP. We believe that these presentations of tax-equivalent net interest income and tax equivalent net interest margin aid in the comparability of net interest income arising from both taxable and tax-exempt sources over the periods presented. First Busey's management believes that these non-GAAP financial measures provide a greater understanding of the Company's business and performance, and facilitate an understanding of performance trends and comparisons with the performance of other financial institutions.

The limitations associated with these measures are the risks that persons might disagree as to the appropriateness of items comprising these measures and that different companies might calculate these measures differently, including as a result of using different assumed tax rates in making taxable equivalent measures. These disclosures should not be considered an alternative to GAAP. Information provided in the Appendix reconciles GAAP measures and tangible common equity, the ratio of tangible common equity to risk-weighted assets, tax equivalent net interest income and net interest margin on a tax equivalent basis.

Busey

Offering Overview

Busey

Equity Offering Summary

Issuer	First Busey Corporation
Ticker / Exchange	BUSE / NASDAQ
Shares Offered	18.0 million
Greenshoe	15.0%
Expected Pricing	September 24, 2009
Lock-Up Agreement	90 Days
Bookrunner	Fox-Pitt Kelton Cochran Caronia Waller
Use of Proceeds	General corporate purposes, including supporting bank capital



Private Placement Summary

Issuer	First Busey Corporation
Investors	All directors plus executive officers and a current shareholder
Type of Security	Series A Mandatorily Convertible Preferred
Amount Raised	Approx. \$39.3 million
Coupon	9.0% cumulative dividends
Conversion Price	Equal to the Common Equity offering price
Liquidation Preference	\$100,000 per share
Lock-Up	90 Days
Placement Agent	Fox-Pitt Kelton Cochran Caronia Waller
Approvals	Closing of private placement subject to regulatory approval; automatic conversion upon receipt of shareholder approval
Use of Proceeds	General corporate purposes, including supporting bank capital



Rationale for Capital Raise

- **Significantly strengthens capital position**
- **Allows First Busey to proactively address credit exposure in Florida (21% of loans as of June 30, 2009)**
 - Total cumulative write downs, including anticipated 3Q'09 charge-offs, represent a majority of likely embedded portfolio losses in Florida
 - Following 3Q'09 charge-offs, credit losses expected to be more in-line with historical levels
- **Opportunity to drive profitable high quality loan growth and business-line expansion in Core Bank⁽¹⁾ (79% of loans as of June 30, 2009), including ability to participate opportunistically in acquisitions of failed banks from the FDIC that may become available in complementary markets**
 - Core Bank franchise remains healthy with little credit deterioration
- **Size of capital raise determined in light of in-depth review of loan portfolio credit grading, utilizing conservative assumptions**
 - Utilized nationally recognized third party consulting firm's preliminary analysis in determining loan grading and strength of loan portfolio
- **Separate private offering due to need for regulatory approvals of one current major shareholder group and limited amount of authorized common stock available**



Investment Highlights

- **\$4.3 billion financial holding company headquartered in Urbana, Illinois with strong core franchise**
 - Core markets in IL benefit from general economic stability and limited real estate price decline
- **Diversified revenue stream**
 - Higher growth and less capital intensive revenue streams from Busey Wealth Management and FirsTech
- **Community banking model with strong deposit market shares in most core markets**
- **Strong performance in Core Bank franchise**
 - 1.5% non-performing loans / loans as of June 30, 2009 shows little change
 - 3Q'09 charge-offs in Core Bank expected to be in-line with experience
- **Aggressively addressed Florida franchise credit issues**
 - Substantial mark-down of C&D and CRE portfolios
- **Resilient and improving pre-tax, pre-provision earnings stream**
 - Cost savings from recent initiatives, including recently completed bank merger, consolidation of units and staff reductions
- **Established and experienced management team**
- **Strong participation from insiders**
 - All board members have agreed, together with executive officers and another current shareholder, to invest an additional ~\$39.3 million in mandatory convertible preferred stock in a separate private placement

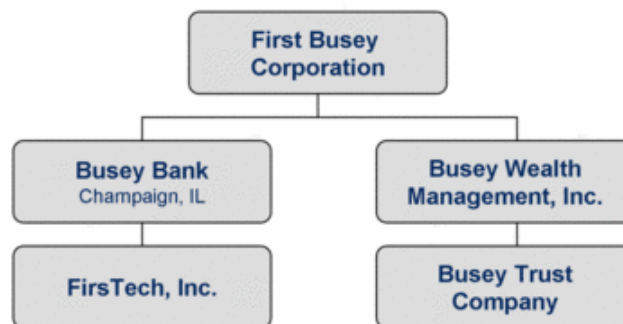


First Busey Overview



First Busey Profile

- Diversified financial services company offering personal and business banking, fiduciary / wealth management services and retail payment processing
- Inside Ownership
 - Directors / Executives 30%
 - Associates ESOP / PSP 8%
 - Insiders committing additional ~\$39.3M
- NASDAQ: BUSE
 - Market capitalization as of 9/18/09 = \$231M
 - Strong Brand, Diversified Stable Revenue, Efficient Expense Model



Diversified Business Model

Busey BANK™

- Busey Bank, Champaign, Illinois
 - \$4.3 billion in total assets as of June 30, 2009 (includes Busey Bank, N.A.)
 - 34 banking centers in Downstate Illinois
 - 1 banking center in Indianapolis, Indiana
 - 8 banking centers in Florida

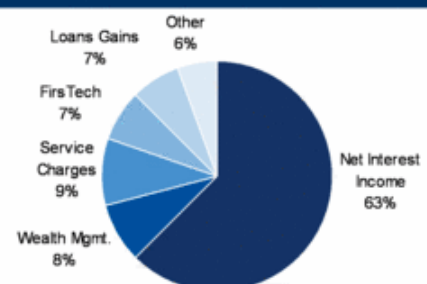


- Electronic Payment Processing
- Revenue Growth:
 - \$7.3 to \$12.3 million from 2006 – 2008
 - \$6.6 million through June 30, 2009

Busey WEALTH MANAGEMENT

- Fiduciary wealth management, retail brokerage, and insurance products and services
 - Approximately \$3.1 billion in assets under management or custody as of June 30, 2009
 - Revenue of \$14.4M in 2008 and \$6.4M through June 30, 2009

Revenue Mix⁽¹⁾



1. YTD June 30, 2009
Source: First Busey Corp.

Busey Franchise Overview

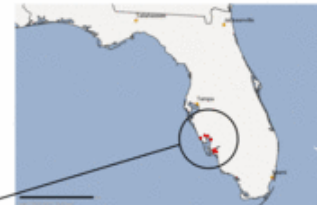
Market Share – Illinois⁽¹⁾

- **Almost 80% of loan portfolio generated in markets with solid economic drivers**
 - Agribusiness (total 2008 receipts ~\$1.1 billion for downstate IL markets)
 - Education
 - Healthcare
 - Insurance
 - Net Exports
- **Lower than average unemployment and stable house prices**
- **Champaign County - #1** 41%
 - Champaign / Urbana; University of Illinois, Carle Medical Group
- **Macon County - #1** 21%
 - Decatur; ADM, Tate & Lyle, Millikin University, Decatur Memorial Hospital
- **McLean County - #2** 17%
 - Bloomington / Normal; Illinois State University, Illinois Wesleyan University, State Farm & Country Companies
- **Peoria County - #9** 5%
 - Peoria; Bradley University, OSF Health Systems & Caterpillar

Core Bank Franchise



Florida



Total Branches:	8
Total Deposits:	\$350M

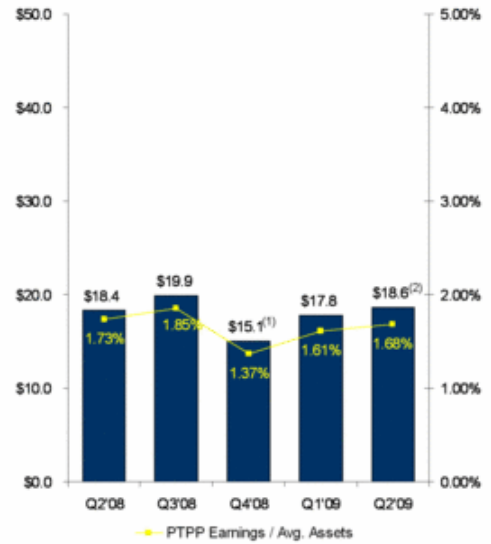
Note: Information as of June 30, 2008
 1. Rankings based on deposit market share
 Source: SNL Financial

Core Profitability Growth and Consistency

Annual Pre-tax, Pre-provision Earnings (\$M)



Quarterly Pre-tax, Pre-provision Earnings (\$M)



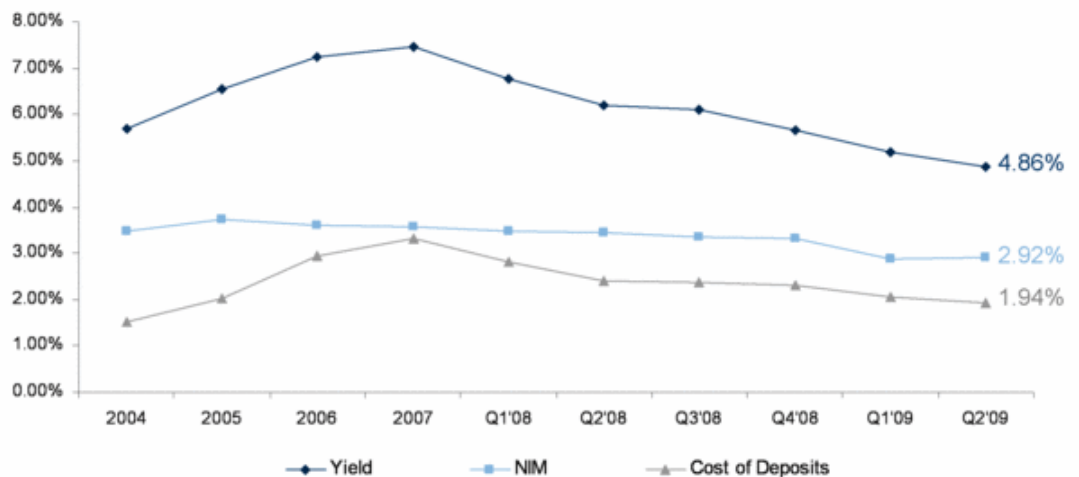
Note: Excludes non-cash goodwill impairment charges
 1. Excludes severance charges of \$3.4 million
 2. Excluding \$2.8 million of FDIC expenses
 Source: First Busey Corp.



Stable Net Interest Margin

- NIM relatively flat over a four year horizon
- Recent trends in both deposit composition changes and loan repricing continue to favor margin expansion

Tax Equivalent Net Interest Margin⁽¹⁾

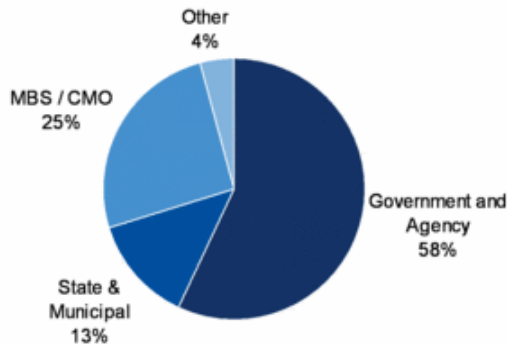


1. Net interest income is on a tax equivalent basis
 Source: First Busey Corp.



High Quality Securities Portfolio

Securities, \$648.9M⁽¹⁾



Conservative Approach

- Securities portfolio holds no CDOs or private CMOs
- No holdings of other financial institution trust preferred securities or subordinated debt
- No subprime, Alt – A or private MBS

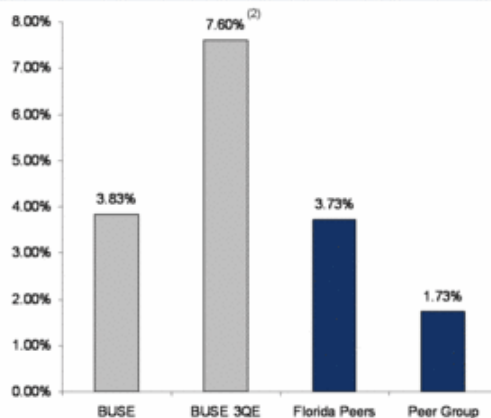
1. Fair value as of June 30, 2009
Source: First Busey Corp.



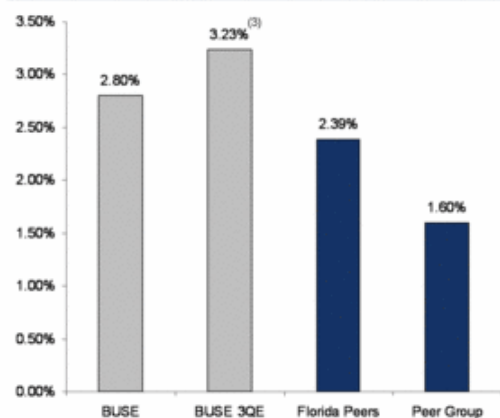
Early and Pro-Active Recognition of Loan Losses

- 3Q'09 charge-offs expected to be in the range of \$110-\$115 million
- 3Q'09 provisions expected to be in the range of \$120-\$125 million

Cumulative Net Charge-Offs / Loans⁽¹⁾



Loan Loss Reserves / Loans⁽³⁾



1. Cumulative net charge-offs represent sum of charge-offs from 4Q'07 to 2Q'09 except for BUSE 3Q'09E which represents 4Q'07 to 3Q'09E. Florida Peers and Peer Group calculated as median

2. Assumes \$115M 3Q'09 charge-offs

3. Assumes \$98.5M 3Q'09 ending reserve / 2Q'09 gross loan balance reduced by the assumed \$115M of charge-offs in 3Q'09

Note: Peer Group includes GABC, LKFN, MBFI, MBHI, OSBC, PVTB, WTFC
Note: Florida Peers includes SBCF, BOFL, TIBB, TSFG

Source: First Busey Corp., SNL Financial



Credit Exposure Known and Manageable

- Aggressively addressing credit issues in Florida business
- Core Bank has low loss content
- Estimated Reserves for 3Q'09 ~ \$98.5M

	Core Bank	Florida
Total Loans⁽¹⁾	\$2.5Bn	\$0.7Bn
% of Total Loans⁽¹⁾	79%	21%
Cumulative Charge-Offs⁽²⁾	\$21M	\$212M
Potential Cumulative Losses⁽³⁾	\$35M	\$277M

1. As of June 30, 2009

2. Charge-offs from 4Q'07 – 3Q'09; Company expects \$2.5M - \$7.5M in charge-offs (midpoint \$5.0M) from the Core Bank and \$107.5M - \$112.5M in charge-offs (midpoint \$110M) from Florida portfolio

3. Based upon internal cumulative loss analysis by the Company taking into account a nationally recognized third party consulting firm's analysis of the Company's loan grading

Source: First Busey Corp.



Strong Pro Forma Capital Position

- Capital raise positions the Company to charge-off substantial portion of cumulative loan losses

	2Q'09	2Q'09 Pro Forma for Offering ⁽¹⁾	3Q'09 Pro Forma for Offering ⁽¹⁾⁽²⁾	Peer Group ⁽³⁾	Well Capitalized Guidelines
Tangible Common Equity / Tangible Assets	4.4%	8.3%	6.9%	5.5%	NA
Tangible Common Equity / RWA	5.4%	10.5% ⁽⁴⁾	8.7%	6.6%	NA
Tier 1 Common Ratio	5.4%	10.5% ⁽⁴⁾	8.7%	6.7%	NA
Tier 1 Risk-Based Capital Ratio	10.1%	15.2% ⁽⁴⁾	13.5%	9.9%	6.0%
Total Risk-Based Capital Ratio	11.3%	16.5% ⁽⁴⁾	14.8%	13.2%	10.0%

1. Assumes a common equity offering of 18.0 million shares, plus 15% underwriters' option, priced at closing market price of \$6.44 as of September 18, 2009, with gross proceeds of \$133.3 million. Also includes a private placement equity raise of \$39.3 million implying a total capital raise of \$172.6 million. Actual capital raise a function of the stock price and likely to vary

2. Assumes 3Q'09 provisions of \$125M. More detailed calculations shown in Appendix

3. Peer Group includes GABC, LKFN, MBFI, MBHI, OSBC, PVTB, WTFC

4. Assumes 20.0% risk-weighting of assets added from the proceeds of the new capital raised

Source: First Busey Corp., SNL Financial



Current Market Valuation Comparison

- First Busey is currently trading at attractive multiples relative to its peer group – before anticipated Q3'09 provisions for loan losses and charge-offs

	% of 3 Yr Low	% of 3 Yr High	Current Market Price ⁽³⁾ /		
			Book Value Per Share	Tangible Book Value Per Share	LQA Pre-Tax, Pre-Prov. Earnings ⁽⁴⁾
BUSE	114%	27%	0.54x	1.32x	3.1x
Peer Group ⁽¹⁾	152%	54%	0.90x	1.71x	5.2x
BUSE – Pro Forma ⁽²⁾	NM	NM	0.76x	1.46x	NM

1. Peer Group includes GABC, LKFN, MBFI, MBHI, OSBC, PVTB, WTFC

2. Assumes a common equity offering of 18.0 million shares, plus 15% underwriters' option, priced at closing market price of \$6.44 as of September 18, 2009, with gross proceeds of \$133.3 million. Also includes a private placement equity raise of \$39.3 million implying a total capital raise of \$172.6 million. Actual capital raise a function of stock price and likely to vary

3. Market data as of September 18, 2009

4. Excludes FDIC special assessment charges

Source: First Busey Corp., SNL Financial

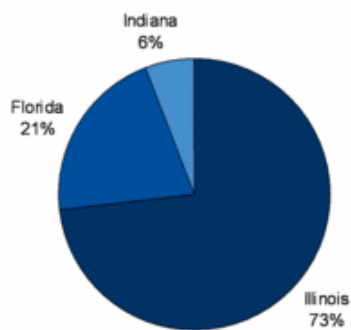


Credit Quality / Loan Overview



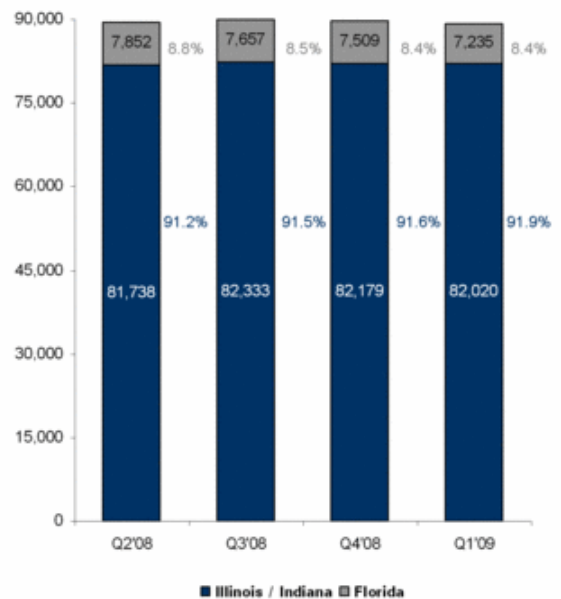
Loan Portfolio Breakdown Overview

Loan Portfolio by Geography⁽¹⁾



Total Loans	\$3.2Bn
Core Bank	\$2.5Bn
Florida	\$0.7Bn

Households by Geography



1. As of June 30, 2009
Source: First Busey Corp.

Core Bank – Loan Portfolio

Loan Balances⁽¹⁾

\$M		
Loan Balances	Balance	% of Loans
Construction and Development	\$395.9	15.9%
CRE & Multi-Family	986.4	39.6%
Residential 1-4 Family	397.3	15.9%
HE Loans	48.8	2.0%
HELOC	96.4	3.8%
C&I	510.7	20.5%
Other	57.3	2.3%
Total Loan Balance	\$2,492.8	100.0%

Loan Overview

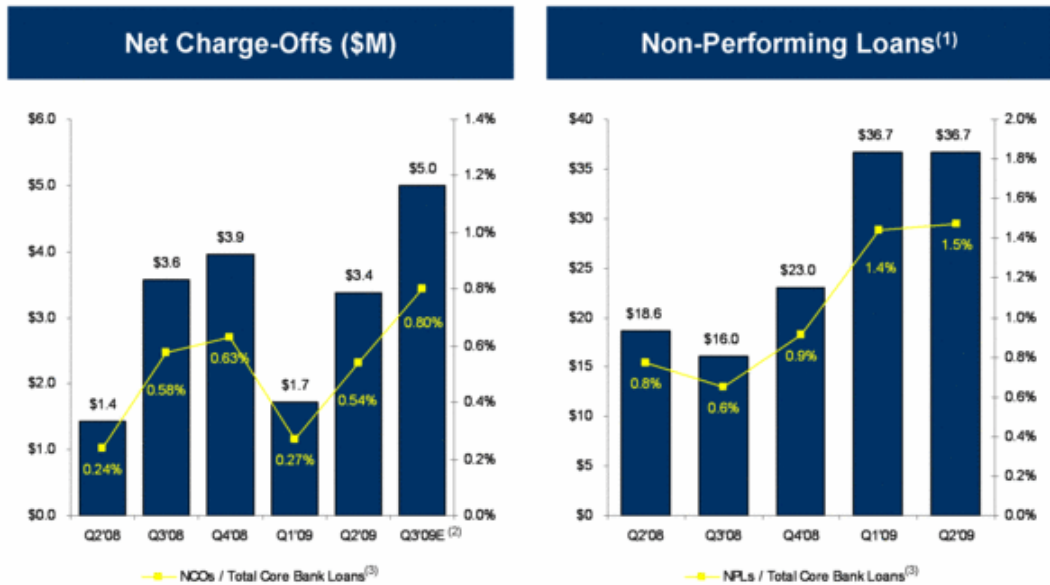
- Long history of conservative underwriting
- Loan losses do not show any meaningful increase
 - Expected charge-offs of \$2.5M - \$7.5M in 3Q'09 vs. \$3.4M in 2Q'09
 - NPA trends flat to down
- Limited growth of loans as focus on full relationship banking
- Minimal shared national credit portfolio
- No sub – prime, Alt A, Options Arm or other exotic mortgage loan products

1. As of June 30, 2009
Source: First Busey Corp.



Core Bank – Loan Portfolio NCOs and NPLs

- Performing well with minimal losses



1. Non accrual + 90 day past due
 2. Midpoint of expected \$2.5M - \$7.5M in charge-offs from the Core Bank (\$5.0M) / 2Q'09 gross loans
 3. Annualized net charge-offs / period-end gross loans
- Source: First Busey Corp.



Core Bank – Loan Portfolio Credit Quality Statistics

Core Bank Credit Quality Statistics as of June 30, 2009

\$M Loan Balances	Loan Balance		Loans		Non-Accr.+ Restr. Balance	30-89 Days OREO	90+ Days Delinq.	90+ Days Delinq.
	\$	%	Non-Accr.	Restr. ⁽¹⁾				
Construction and Development	\$395.9	15.9%	\$17.6	\$2.3	5.0%	-	\$4.0	\$1.0
CRE & Multi-Family	986.4	39.6%	9.1	24.1	3.4%	5.8	7.6	0.4
Residential 1-4 Family	397.3	15.9%	3.3	0.9	1.0%	1.8	2.9	2.7
HELOC & HE	145.1	5.8%	-	-	0.0%	-	1.2	-
C&I	510.7	20.5%	2.1	-	0.4%	-	8.9	0.4
Other	57.4	2.3%	0.1	-	0.1%	0.4	-	-
Total	\$2,492.8	100.0%	\$32.2	\$27.3	2.4%	\$8.0⁽²⁾	\$24.6	\$4.5

1. Includes performing and non-performing restructured loans
 2. Total OREO for First Busey Corp. (IL, IN and Florida) differs from the \$14.8 million presented in the Form 10-Q dated June 30, 2009 due to rounding
- Source: First Busey Corp.



Florida – Loan Portfolio Overview

Loan Balances⁽¹⁾

Loan Balances	Balance	% of Loans
Construction and Development	\$272.5	40.7%
CRE & Multi-Family	201.5	30.1%
Residential 1-4 Family	146.8	22.0%
HE Loans	1.5	0.2%
HELOC	26.0	3.9%
C&I	18.9	2.8%
Other	1.6	0.3%
Total Loan Balance	\$668.8	100.0%

Loan Overview

- Aggressive charge-offs of loans
- Strong executive leadership relocated to Florida
- Significantly decreased originations of new loans in Florida
- Implemented enhanced loss mitigation strategies with customers primarily beginning in Q1'08
- Reallocation of team members to address Florida market
- Merger of Busey Bank and Busey Bank, N.A. to consolidate Florida bank's loan portfolio

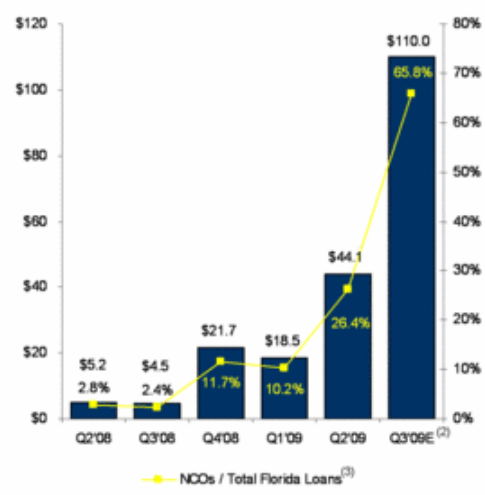


1. As of June 30, 2009
Source: First Busey Corp.

Florida – Loan Portfolio NCOs and NPLs

- Addressing credit issues in Florida portfolio

Net Charge-Offs (\$M)



Non-Performing Loans⁽¹⁾



1. Non accrual + 90 day past due
2. Midpoint of expected \$107.5M - \$112.5M in charge-offs from Florida (\$110.0M) / 2Q'09 gross loans
3. Annualized net charge-offs / period-end gross loans
Source: First Busey Corp.



Florida – Loan Portfolio Credit Quality Statistics

Florida Credit Quality Statistics as of June 30, 2009

\$M Loan Balances	Loan Balance		Loans		Non-Accr.+ Restr. Balance	OREO	30-89 Days	90+ Days
	\$	%	Non-Accr.	Restr. ⁽¹⁾	Delinq.		Delinq.	
Construction and Development	\$272.5	40.7%	\$65.9	\$2.9	25.2%	-	\$8.1	-
CRE & Multi-Family	201.5	30.1%	10.8	6.0	8.3%	5.2	1.9	-
Residential 1-4 Family	146.8	22.0%	13.7	23.3	25.2%	1.6	9.1	-
HELOC & HE	27.5	4.1%	-	-	0.0%	-	0.8	-
C&I	18.9	2.8%	-	0.7	3.7%	-	1.3	-
Other	1.6	0.3%	0.0 ⁽²⁾	-	0.3%	0.3	-	-
Total	\$668.8	100.0%	\$90.4	\$32.9	18.4%	\$7.1 ⁽³⁾	\$21.2	-

1. Includes performing and non-performing restructured loans

2. Amount equal to \$0.01M

3. Total OREO for First Busey Corp. (IL, IN and Florida) differs from the \$14.8 million presented in the Form 10-Q dated June 30, 2009 due to rounding

Source: First Busey Corp.



Cumulative Loss Analysis

- Comprehensive and granular bottoms-up internal loss analysis taking into account an nationally recognized third party consulting firm's preliminary review of loan portfolio grading of non – consumer loans
- Total cumulative loss estimated at approximately \$312M

Loan Balances	Core Bank			Florida		
	4Q'07	Cumulative Loss ⁽²⁾		4Q'07	Cumulative Loss ⁽²⁾	
	Loan Balance ⁽¹⁾	%	\$	Loan Balance ⁽¹⁾	%	\$
Construction and Development	\$353.9	4.0%	\$14.2	\$363.3	57.7%	\$209.7
CRE & Multi-Family	796.1	1.0%	8.2	181.4	19.1%	34.7
Residential 1-4 Family	409.5	0.8%	3.1	160.4	12.7%	20.3
HE Loans	48.2	1.4%	0.7	1.4	28.2%	0.4
HELOC	103.8	1.0%	1.0	34.3	10.1%	3.5
C&I	518.0	1.3%	7.0	28.9	27.6%	8.0
Other	50.6	1.5%	0.7	2.9	24.0%	0.7
Total	\$2,280.1	1.5%	\$34.9	\$772.6	35.9%	\$277.3

1. 4Q'07 loans of \$3,052.7 differs from previously reported loans of \$3,053.2 due to rounding
 2. Sum of historical losses from 4Q'07 to 3Q'09 (expected), plus potential further losses from loan review in 4Q'09 and 2010
 Source: First Busey Corp.



Cumulative Loss Analysis (cont'd)

- Total losses from 4Q'07 – 3Q'09 estimated by the Company at \$232M⁽¹⁾
- In addition, reserves anticipated to be approximately \$98.5M as of 3Q'09



1. Assumes \$115M of charge-offs in 3Q'09
 2. Sum of historical losses from 4Q'07 to 3Q'09 (expected), plus estimated potential further losses in 4Q'09 and 2010
 Source: First Busey Corp.



Illustrative Pro Forma Capital Impact

Assumption	\$M
Implied Gross Capital Raised ⁽¹⁾	172.6
Risk-Weighting for Use of New Capital	20.0%
3Q'09 Provision ⁽²⁾	125.0

	Actual 2Q'09	Projected 3Q'09
Tangible Common Equity / Tangible Assets ⁽¹⁾⁽³⁾	4.4%	6.9%
Tangible Common Equity / Risk-Weighted Assets ⁽¹⁾⁽³⁾	5.4%	8.7%
Tier 1 Common Ratio ⁽¹⁾	5.4%	8.7%
Tier 1 Risk-Based Capital Ratio ⁽¹⁾	10.1%	13.5%
Total Risk-Based Capital Ratio ⁽¹⁾	11.3%	14.8%

1. Assumes a common equity offering of 18.0 million shares, plus 15% underwriters' option, priced at a closing market price of \$6.44 as of September 18, 2009, with gross proceeds of \$133.3 million. Also includes a private placement equity raise of \$39.3 million implying a total capital raise of \$172.6 million. Actual capital raise a function of stock price and likely to vary

2. Assumes 3Q'09 provisions of \$125M

3. Tangible common equity is a non-GAAP measure. See the Appendix for a reconciliation
Source: First Busey Corp.



Investment Summary

- **\$4.3 billion financial holding company headquartered in Urbana, Illinois with strong core franchise**
- **Diversified revenue stream**
- **Community banking model with strong deposit market shares in most markets**
- **Strong performance in Core Bank franchise**
- **Aggressively addressed Florida credit issues**
- **Resilient and improving pre-tax, pre-provision earnings stream**
- **Established and experienced management team with little turnover and a strong history in risk management**
- **Strong investment participation from insiders**



Appendix

Non – GAAP Reconciliation Tables

\$M	Actual 2Q 2009	Projected 3Q 2009
Pre-Tax Pre-Provision Earnings	15.8	17.6 ⁽¹⁾
Provision For Loan Losses	47.5	125.0 ⁽²⁾
Pre-Tax Earnings	(31.7)	(107.4)
Taxes	(12.6)	(42.7) ⁽³⁾
Net Income	(19.1)	(64.7)
Preferred Dividends	1.3	1.3
Common Dividends	2.9	5.0 ⁽⁴⁾
Retained Earnings	(23.3)	(71.1)

1. Based on the average estimates of four Wall Street research firms
2. Assumes \$125M 3Q'09 anticipated provisions
3. Estimated at 39.75% tax rate
4. Assumed common dividend of \$0.08 per share paid on 62.7M shares outstanding. Assumes 26.8M shares issued in the transaction including the mandatory conversion of private placement preferred security into common shares following receipt of shareholder and regulatory approval
Source: First Busey Corp.



Non – GAAP Reconciliation Tables (cont'd)

\$M	Pro Forma 6/30/2009
Tangible Common Equity / Tangible Assets	
Total Shareholders' Equity	\$529
Add: Gross Proceeds From Offering	173
Pro Forma Total Shareholders' Equity	702
Less: Preferred Stock	99
Less: Intangible Assets	255
Pro Forma Tangible Common Equity	348
Total Assets	4,277
Add: Gross Proceeds From Offering	173
Pro Forma Total Assets	4,450
Less: Intangible Assets	255
Pro Forma Tangible Assets	\$4,195
Pro Forma Tangible Common Equity / Tangible Assets	8.3%

\$M	Pro Forma 6/30/2009
Tangible Common Equity / Risk-Weighted Assets	
Total Shareholders' Equity	\$529
Add: Gross Proceeds From Offering	173
Pro Forma Total Shareholders' Equity	702
Less: Preferred Stock	99
Less: Intangible Assets	255
Pro Forma Tangible Common Equity	348
Risk-Weighted Assets	3,278
Add: Gross Proceeds From Offering Risk-Weighted at 20.0%	35
Pro Forma Risk-Weighted Assets	\$3,313
Pro Forma Tangible Common Equity / Risk-Weighted Assets	10.5%

\$M	Projected 9/30/2009
Tangible Common Equity / Tangible Assets	
Total Shareholders' Equity at 6/30/09	\$702
Add: Retained Earnings	(71)
Less: Preferred Stock	99
Less: Intangible Assets	255
Tangible Common Equity at 9/30/09	277
Total Assets at 6/30/09	4,450
Add: Retained Earnings	(71)
Less: Intangible Assets	255
Less: Charge-offs	115
Tangible Assets at 9/30/09	\$4,009
Tangible Common Equity / Tangible Assets	6.9%

\$M	Projected 9/30/2009
Tangible Common Equity / Risk-Weighted Assets	
Total Shareholders' Equity at 6/30/09	\$702
Add: Retained Earnings	(71)
Less: Preferred Stock	99
Less: Intangible Assets	255
Tangible Common Equity at 9/30/09	277
Risk-Weighted Assets at 6/30/09	3,313
Less: Charge-offs Risk-Weighted at 100.0%	115
Risk-Weighted Assets at 9/30/09	\$3,198
Tangible Common Equity / Risk-Weighted Assets	8.7%



Source: First Busey Corp.

Non – GAAP Reconciliation Tables (cont'd)

Tax Equivalent Net Interest Margin

\$M	2004	2005	2006	2007	2008	Q1'08	Q2'08	Q1'09	Q2'09
Non-Taxable Interest Income	\$2.4	\$3.0	\$3.9	\$3.9	\$4.4	\$1.1	\$1.1	\$1.0	\$1.0
Assumed Tax Rate	35%	35%	35%	35%	35%	35%	35%	35%	35%
Tax Equivalent Net Interest Income	\$57.2	\$72.6	\$78.4	\$103.6	\$125.7	\$31.9	\$32.1	\$28.1	\$28.9
Tax Equivalent Net Interest Margin	3.49%	3.72%	3.62%	3.58%	3.33%	3.47%	3.46%	2.88%	2.92%

