

**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): **December 28, 2010**

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.)

**100 W. University Ave.
Champaign, Illinois 61820**

(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 December 28, 2010, First Busey Corporation (the "Company") entered into stock purchase agreements with several institutional and individual investors, including one of its directors and certain individuals related to another of its directors, pursuant to which the Company agreed to sell an aggregate of 12,718,635 shares of its common stock, par value \$0.001 per share (the "Common Stock"), and 318,6225 shares of its Series B convertible cumulative preferred stock, liquidation amount \$100,000 per share (the "Series B Preferred Stock"), in a registered direct offering (the "Offering") for aggregate gross proceeds, before deducting estimated offering expenses payable by the Company, of \$85.9 million. The purchase price of the Common Stock is \$4.25 per share. The purchase price of the Series B Preferred Stock is \$100,000 per share. Upon receipt of the necessary stockholder approval pursuant to Nasdaq Listing Rules 5635(c) and 5635(d), the Series B Preferred Stock will automatically convert into shares of Common Stock at the same \$4.25 per share price that the Common Stock was sold in the registered direct offering, subject to certain anti-dilution adjustments and ownership restrictions. The Company expects to hold a special meeting of stockholders to seek the requisite stockholder approval in February 2011. Until shares of the Series B Preferred Stock are converted into Common Stock, holders of such shares will be entitled to receive cumulative cash dividends at an annual rate equal to 9.00% of the liquidation amount per share.

The shares of Common Stock and Series B Preferred Stock are being offered and sold pursuant to a prospectus supplement filed with the Securities and Exchange Commission (the "SEC") on December 28, 2010, in connection with a takedown off of the Company's shelf registration statement on Form S-3 (File No. 333-167214), which was declared effective by the SEC on June 11, 2010.

The closing of the Offering is expected to take place by no later than December 31, 2010, subject to satisfaction of customary closing conditions.

The net proceeds from the issuance and sale of the Common Stock and Series B Preferred Stock, after deducting estimated offering expenses payable by the Company, will be approximately \$84.3 million. After giving effect to the Offering and the conversion of the Series B Preferred Stock into shares of Common Stock, the Company will have approximately 86.6 million shares of Common Stock outstanding.

A copy of the opinion and consent of Lewis and Roca LLP, special Nevada counsel to the Company, relating to the legality of the issuance and sale of the shares of Common Stock and Series B Preferred Stock is filed as Exhibit 5.1 hereto.

Item 3.03. Material Modification to Rights of Security Holders.

As a result of the Company's expected issuance of the Series B Preferred Stock, for as long as the shares of Series B Preferred Stock remain outstanding, the ability of the Company to declare or pay dividends or distributions on, or purchase, redeem or otherwise acquire for consideration, shares of Common Stock will be subject to certain restrictions, including a restriction on paying dividends on the Common Stock for a period unless all accrued and unpaid dividends for all past dividend periods on all outstanding shares of Series B Preferred Stock have been or are contemporaneously declared or paid in full. Such restrictions are set forth in the Certificate of Designation described in Item 5.03. Further, upon the liquidation, winding-up and dissolution of the Company, holders of the Company's Series B Preferred Stock will have a preferential claim over holders of Common Stock to the Company's net assets equal to the greater of (i) the sum of (A) \$100,000 per share and (B) the amount of any accrued and unpaid dividends, whether or not declared, to the date of payment, and (ii) 110% of the payment or distribution to which holders would be entitled if the Series B Preferred Stock were converted to Common Stock immediately before such liquidation.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Article Four of the Company's Amended and Restated Articles of Incorporation (the "Articles") authorizes the Company's board of directors to designate a class or series of preferred stock and to fix the designations, preferences, voting powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof. On December 28, 2010, the Company filed a Certificate of Designation with the Secretary of State of the State of Nevada for the purpose of amending the Articles to fix the designations, preferences, voting powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of the Series B Preferred Stock.

The Certificate of Designation is attached as Exhibit 3.1 hereto and incorporated by reference herein. The summary of the terms of the Certificate of Designation contained herein are subject to, and qualified in its entirety by, such document.

Item 7.01. Regulation FD Disclosure.

In connection with the due diligence process conducted with potential investors, management disclosed certain information regarding the fourth quarter of 2010 which could be considered material. As a part of its discussion with potential investors, management provided guidance regarding non-performing asset and loan statistics and expected net income. Specifically, management indicated that it expects: (i) the level of non-performing assets as of December 31, 2010 to be lower than that as of September 30, 2010; (ii) the ratio of the Company's allowance for loan and lease losses to non-performing loans as of December 31, 2010 to be higher than that as of September 30, 2010; and (iii) net income for the fourth quarter of 2010 to be higher than that of the third quarter of 2010.

Forward-Looking Statements

Certain statements contained herein 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 expectations and can generally be identified by the use of the words "may," "will," "should," "could," "estimate," "expect" and similar expressions. These forward-looking statements include statements relating to the Company's anticipated financial performance, financial condition, and credit quality, as well as 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, 2009, Item 1A "RISK FACTORS" in the Quarterly Report on Form 10-Q for the period ended June 30, 2010 and elsewhere in the Company's periodic and current reports filed with the SEC. 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 (including the impact of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the extensive regulations to be promulgated thereunder), and changes in the scope and cost of Federal Deposit Insurance Corporation 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; and (xiv) 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 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 may be materially different from the results indicated by these forward-looking statements. 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 8.01. Other Events.

On December 29, 2010, the Company issued a press release announcing the Offering. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 3.1 Certificate of Designation of Series B Preferred Stock, as filed with the Secretary of State of the State of Nevada on December 28, 2010.
- 5.1 Opinion and Consent of Lewis and Roca LLP regarding the validity of the shares of Common Stock and Series B Preferred Stock issued and sold in the Offering.
- 10.1 Form of Common Stock Purchase Agreement.
- 10.2 Form of Series B Preferred Stock Purchase Agreement.
- 23.1 Consent of Lewis and Roca LLP (included in Exhibit 5.1).
- 99.1 Press release dated December 29, 2010.

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: December 29, 2010

FIRST BUSEY CORPORATION

By: /s/ David B. White
Name: David B. White
Title: Chief Financial Officer



ROSS MILLER
 Secretary of State
 204 North Carson Street, Ste 1
 Carson City, Nevada 89701-4299
 (775) 684 5708
 Website: www.nvsos.gov

Certificate of Designation
 (PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For
Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation:

First Busey Corporation

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

A series of Preferred Stock, \$0.001 par value per share, of First Busey Corporation (the "Corporation") be and hereby is created, and that the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof, of the shares of such series, are as follows:

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X /s/ Van A. Dukeman

Signature of Officer

President and CEO

Filing Fee: \$175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

Nevada Secretary of State Stock Designation

Revised: 7-1-08

This form must be accompanied by appropriate fees.

EXHIBIT A
TO THE
CERTIFICATE OF DESIGNATION

SERIES B CONVERTIBLE CUMULATIVE PREFERRED STOCK
OF
FIRST BUSEY CORPORATION

Pursuant to the authority vested in the Board of Directors by the Amended and Restated Articles of Incorporation of the Corporation, the Board of Directors does hereby designate, create, authorize and provide for the issue of a series of preferred stock having \$0.001 par value per share, with a liquidation amount of \$100,000.00 per share, which shall be designated as Series B Convertible Cumulative Preferred Stock (the "Series B Preferred Stock") consisting of 318.6225 shares having the following voting powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

SERIES B CONVERTIBLE CUMULATIVE
PREFERRED STOCK

Section I. Dividend Rights

(a) From and after the date on which shares of the Series B Preferred Stock are first issued, holders of the Series B Preferred Stock (the "Holders") shall be entitled to receive, when, as and if declared by the Board of Directors, out of the funds legally available therefor, cumulative dividends in the amount determined as set forth in Section I(b), and no more.

(b) Commencing with the date of issuance, cumulative cash dividends shall be payable quarterly in arrears, when, as and if declared by the Board of Directors, on March 15, June 15, September 15 and December 15 of each year, or, if any such day is not a Business Day, the next Business Day, and on the Conversion Date (each, a "Dividend Payment Date") for each outstanding share of Series B Preferred Stock, payable at an annual rate on the liquidation amount of \$100,000 equal to 9.00% per annum. Dividends payable pursuant to this Section I(b), will be computed on the basis of actual days in any period, and upon a three hundred and sixty (360) day year consisting of twelve (12) months of thirty (30) days each. "Business Day" means any day

except Saturday, Sunday and any day on which banking institutions in the State of Illinois generally are authorized or required by law or other governmental actions to close.

The cash dividends on the Series B Preferred Stock payable pursuant to Section I(a) are cumulative. Such dividends shall begin to accrue and be cumulative from the date of issuance, shall compound on each subsequent Dividend Payment Date and shall be payable in arrears on each Dividend Payment Date, commencing on the first such Dividend Payment Date. In the event that any Dividend Payment Date would otherwise fall on a day that is not a Business Day, the dividend payment due on that date will be postponed to the next day that is a Business Day and no additional dividends will accrue as a result of that postponement. The period from and including any Dividend Payment Date to, but excluding, the next Dividend Payment Date is a

1

“Dividend Period”; provided that the initial Dividend Period shall be the period from and including the date of original issuance to, but excluding, the next Dividend Payment Date.

Dividends that are payable on Series B Preferred Stock on any Dividend Payment Date will be payable to Holders of record of Series B Preferred Stock as they appear on the stock register of the Corporation on the applicable record date, which shall be the 15th calendar day immediately preceding such Dividend Payment Date or such other record date fixed by the Board of Directors or any duly authorized committee of the Board of Directors that is not more than sixty (60) nor less than ten (10) days prior to such Dividend Payment Date (each, a “Dividend Record Date”). Any such day that is a Dividend Record Date shall be a Dividend Record Date whether or not such day is a Business Day.

Holders of Series B Preferred Stock shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends (if any) when, as and if declared by the Board of Directors on the date set by the Board of Directors for payment on Series B Preferred Stock as specified in this Section I (subject to the other provisions of the Certificate of Designation).

(c) So long as any shares of the Series B Preferred Stock are outstanding, the Corporation may not, at any time: (i) declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to, or pay or make available monies for a sinking fund for the redemption of, any Common Stock or other Junior Stock (as defined in Section II) of the Corporation; or (ii) redeem, purchase or acquire, or make a liquidation payment with respect to, or pay or make available monies for a sinking fund for the redemption of, any Parity Stock (as defined in Section II) of the Corporation (otherwise than pursuant to pro rata offers to purchase all or any pro rata portion of the Series B Preferred Stock and such Parity Stock) unless in each case full dividends as provided in Section I(a) on all outstanding shares of the Series B Preferred Stock have been paid or (in the case of current dividends) declared and set aside for payment (except for (i) dividends or distributions paid in shares of, or options, warrants or rights to subscribe for or purchase shares of, Common Stock or other Junior Stock of the Corporation, (ii) redemptions or purchases of any rights pursuant to a stockholder rights plan or by conversion or exchange of Junior Stock for or into other Junior Stock, or of Parity Stock for or into other Parity Stock or Junior Stock of the Corporation, (iii) purchases by the Corporation or its affiliates as a broker, dealer, advisor, fiduciary, trustee or comparable capacity in connection with transactions effected by or for the account of customers of the Corporation or customers of any of its subsidiaries or in connection with the distribution or trading of such capital stock and (iv) acquisitions of Common Stock in respect of exercises of employee equity awards and any related tax withholding). When dividends are not paid in full (or declared and a sum sufficient for such full payment is not so set apart) for any dividend period on the Series B Preferred Stock and any Parity Stock, dividends declared on the Series B Preferred Stock and Parity Stock (whether cumulative or non-cumulative) shall only be declared pro rata so that the amount of dividends declared per share on the Series B Preferred Stock and such Parity Stock shall in all cases bear to each other the same ratio that accrued dividends per share on the shares of the Series B Preferred Stock (but without, in the case of any non-cumulative preferred stock, accumulation of unpaid dividends for prior dividend periods) and such Parity Stock bear to each other.

2

(d) No interest or sum of money in lieu of interest will be payable in respect of any dividend payment or payments on Series B Preferred Stock or on such Parity Stock that may be in arrears.

(e) If the Board of Directors determines not to declare any dividend or pay a full dividend previously declared with respect to a Dividend Period, the Corporation will provide written notice to the Holders prior to such date.

Section II. Ranking

(a) The Series B Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Corporation:

(i) rank senior and prior to Common Stock (including, if applicable and to the fullest extent permitted by law, any preferred stock purchase or similar rights issued with respect thereto pursuant to a stockholder rights plan) of the Corporation, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that does not by its terms rank pari passu or senior to the Series B Preferred Stock with respect to payment of dividends or rights upon liquidation, dissolution or winding up of the affairs of the Corporation (all of such equity securities, including the Common Stock, and options, warrants or rights to subscribe for or purchase shares of Common Stock or such other equity securities, are collectively referred to herein as the “Junior Stock”);

(ii) rank on a parity with each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its terms provides that it ranks pari passu with the Series B Preferred Stock with respect to payment of dividends or rights upon liquidation, dissolution or winding up of the affairs of the Corporation (all of such equity securities are collectively referred to herein as the “Parity Stock”); and

(iii) rank junior to each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its terms ranks senior to the Series B Preferred Stock with respect to payment of dividends or rights upon liquidation, dissolution or winding up of the affairs of the Corporation (all of such equity securities are collectively referred to herein as the “Senior Stock”).

(b) Shares of the Corporation’s series of preferred stock having \$0.001 par value per share, with a liquidation preference of \$1,000.00 per share, designated as the Fixed Rate Cumulative Perpetual Preferred Stock, Series T (the “Series T Preferred Stock”), shall be considered Parity Stock.

Section III. Mandatory Conversion

(a) The initial conversion price as of the date of original issuance of the Series B Preferred Stock is \$4.25 (subject to adjustment from time to time as provided in Section III(d)) (the “Conversion Price”).

(b) Upon the terms and in the manner set forth in this Section III and subject to the provisions for adjustment contained herein, on the third (3rd) Business Day following the date

3

on which the Stockholder Approval (as such term is defined below) is received (the “Conversion Date”), each share of the Series B Preferred Stock will automatically convert into the right to receive: (i) a number of fully-paid and non-assessable shares of Common Stock of the Corporation equal to (A) \$100,000.00 per share divided by (B) the Conversion Price; and (ii) cash in an amount equal to any accrued and unpaid dividends, whether or not declared, for any completed Dividend Payment Period, if any, and for the Dividend Payment Period in which the conversion occurs. “Stockholder Approval” shall mean the approval of the conversion terms of the Series B Preferred Stock by a majority of the total votes cast on the proposal, whether presented at a special or annual meeting of stockholders of the Corporation.

(c) Within two (2) Business Days following receipt of Stockholder Approval, the Corporation shall provide notice of the conversion to each Holder stating the Conversion Date, the number of shares of Common Stock to be issued upon conversion of each share of Series B Preferred Stock held of record by such Holder and subject to conversion and the place or places where certificates representing shares of Series B Preferred Stock are to be surrendered for issuance of certificates representing shares of Common Stock. As promptly as practicable following the Conversion Date, (i) the Corporation shall issue and deliver, in exchange for the certificates representing the shares of Series B Preferred Stock held by such Holder, to each Holder a certificate or certificates for the number of full shares of Common Stock to which such Holder is entitled and, as provided in Section III(f) hereof, a check for cash with respect to any fractional interest in a share of Common Stock in an amount determined by multiplying (A) the amount of such fraction by (B) the Conversion Price; and (ii) deliver a check for cash with respect to the accrued and unpaid dividends to which such Holder is entitled. The Holder shall be deemed to have become a stockholder of record of Common Stock on the Conversion Date. Immediately upon conversion, the rights of the Holders as such with respect to the shares so converted shall cease and the persons entitled to receive the shares of Common Stock upon the conversion of such shares of Series B Preferred Stock shall be treated for all purposes as having become the record and beneficial owners of such shares of Common Stock.

(d) If the Corporation issues Common Stock as a dividend or distribution on the Common Stock to all holders of the Common Stock, or if the Corporation effects a share split or share combination of the Corporation’s Common Stock, the Conversion Price will be adjusted based on the following formula:

$$CR 1 = CR 0 \times (OS 0 / OS 1)$$

where:

CR 0 = the Conversion Price in effect immediately prior to the adjustment relating to such event.

CR 1 = the new Conversion Price in effect immediately after the adjustment relating to such event.

OS 0 = the number of shares of Common Stock outstanding immediately prior to such event.

OS 1 = the number of shares of Common Stock outstanding immediately after such event.

4

Any adjustment made pursuant to this paragraph will become effective on the date that is immediately after: (i) the date fixed for the determination of holders of Common Stock entitled to receive such dividend or other distribution; or (ii) the date on which such split or combination becomes effective, as applicable. If any dividend or distribution described in this paragraph is declared but not so paid or made, the Conversion Price will be readjusted to the Conversion Price that would then be in effect if such dividend or distribution had not been declared.

(e) If the Corporation, at any time or from time to time after the date of original issuance of the Series B Preferred Stock, shall declare or make, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in non-voting securities or other property of the Corporation other than shares of Common Stock or cash, then in each such event provision shall be made so that the Holders of the outstanding shares of Series B Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of such other securities of the Corporation or such other property (or the value of such other property) that they would have received had the Series B Preferred Stock been converted into Common Stock on the date of such event and had such Holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period giving application to all adjustments called for during such period under this Certificate of Designation with respect to the rights of the Holders of the outstanding shares of Series B Preferred Stock; provided, further, however, that no such adjustment shall be made if the Holders of Series B Preferred Stock simultaneously receive a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series B Preferred Stock had been converted into Common Stock on the date of such event.

(f) No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series B Preferred Stock. If more than one share of Series B Preferred Stock shall be surrendered for conversion at any one time by the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series B Preferred Stock so surrendered.

(g) Following the receipt of Stockholder Approval, the Corporation shall at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series B Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all Series B Preferred Stock from time to time outstanding.

(h) All shares of Common Stock which may be issued upon conversion of the shares of Series B Preferred Stock will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable.

(i) Upon conversion of any shares of the Series B Preferred Stock, the Holder thereof shall not be entitled to receive any unpaid dividends in respect of the shares so converted; provided that such Holder shall be entitled to receive any dividends on such shares of the Series B Preferred Stock declared prior to such conversion if such Holder held such shares on the record date fixed for the determination of Holders entitled to receive payment of such dividend.

5

(j) In the event: (i) the Corporation declares a dividend (or any other distribution) on its Common Stock; (ii) the Corporation authorizes the granting to the holders of all or substantially all of its Common Stock of rights, options or warrants to subscribe for or purchase any share of any class or any other rights, options or warrants; (iii) of any reclassification or reorganization of the Common Stock of the Corporation (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which the Corporation is a party and for which approval of any of the Corporation's stockholders is required, or of the sale or transfer of all or substantially all of the assets of the Corporation; (iv) of a tender offer or exchange offer made by the Corporation or any of its subsidiaries for any portion of the Corporation's Common Stock; or (v) of a voluntary or involuntary dissolution, liquidation or winding up of the Corporation, the Corporation shall, in each case, send or cause to be sent, by first-class mail, postage prepaid, to each Holder as such Holder appears in the records of the Corporation, as promptly as practicable but in any event at least ten (10) days prior to the applicable date hereinafter specified, a written notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights, options or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights, options or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, tender offer, exchange offer, dissolution, liquidation or winding up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, tender offer, exchange offer, transfer, dissolution, liquidation or winding up. Notice as provided for above need not be provided by mail if the required information is included in a public filing made by the Corporation with the U.S. Securities and Exchange Commission on or prior to the commencement of the ten (10) day period referenced above.

(k) Conversion Limit.

(i) Notwithstanding anything to the contrary contained herein, if, as of the Conversion Date for a share of Series B Preferred Stock, the Holder thereof (together with its BHC Affiliated Persons (as defined below)) owns or controls, or is deemed for purposes of the Bank Holding Company Act of 1956, as amended (the "BHC Act"), or the Change in Bank Control Act, amended (together with the BHC Act, the "Control Regulations"), to own or control, or would own or control or be deemed to own or control upon conversion, more than 9.9% of the total outstanding number of any class of Voting Securities (as defined below) of the Corporation (the "Conversion Limit") and such Holder has not obtained the necessary regulatory approvals to own or control Voting Securities in excess of the Conversion Limit, such shares of Series B Preferred Stock owned by such Holder shall not be converted on such Conversion Date to the extent such conversion would result in such Holder and its BHC Affiliated Persons owning or controlling or being deemed for purposes of the Control Regulations to own or control Voting Securities of the Corporation in excess of the Conversion Limit (for the avoidance of doubt, thereby permitting conversion of shares up to but not exceeding the Conversion Limit). In calculating the Conversion Limit for any Holder on any Conversion Date, the total number of outstanding Voting Securities shall include all Voting Securities to be issued in connection with conversion of Series B Preferred Stock on such date, and the amount of Voting Securities owned

6

by such Holder and its BHC Affiliated Persons shall be determined without giving effect to any reduction in the percentage of any class of such Voting Securities owned or controlled by such Holder and its BHC Affiliated Persons on the date on which such Holder first acquires shares of Series B Preferred Stock resulting from any transfer of such Voting Securities to an unaffiliated third party after the date on which such Holder first acquires shares of Series B Preferred Stock.

(ii) Any shares of Series B Preferred Stock that are not converted on the Conversion Date due to the Conversion Limit shall be mandatorily converted immediately following a transfer of such shares of Series B Preferred Stock to a Permitted Transferee (as defined below) that is not a BHC Affiliated Person of the transferor. Shares of Series B Preferred Stock may be transferred, and the Corporation shall recognize such transfer, solely where such transfer is made (A) to a transferee that is a BHC Affiliated Person of the transferor, (B) to the Corporation, (C) to a transferee in a widespread public distribution, (D) to a transferee that holds or controls more than 50% of any class of Voting Securities of the Corporation (not including such shares of Series B Preferred Stock or shares of Voting Securities of the Corporation that the transferor or any BHC Affiliated Person of the transferor is proposing to transfer to such transferee), or (E) to a transferee in one or more transactions in which no transferee (or group of transferees whose ownership of the Corporation's securities must be aggregated for purposes of the Control Regulations) receives ownership or control of such securities for applicable bank regulatory purposes representing 2% or more of any class of the Corporation's Voting Securities (each, a "Permitted Transferee").

(iii) "Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(iv) "BHC Affiliated Person" means, with respect to any Person, its Affiliates, which for purposes of this definition include all "affiliates" as defined in the BHC Act or Regulation Y of the Board of Governors of the Federal Reserve.

(iv) "Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

(v) "Voting Securities" has the meaning set forth in the BHC Act and any rules or regulations promulgated thereunder.

Section IV. Voting

(a) Except as otherwise required by law or the Corporation's Amended and Restated Articles of Incorporation, Holders of the Preferred Stock are not entitled to any voting rights.

(b) Whenever the approval or other action of Holders voting as a separate class is required by applicable law or by the Corporation's Amended and Restated Articles of Incorporation, each share of the Series B Preferred Stock shall be entitled to one vote, and the

7

affirmative vote of a majority of such shares at a meeting at which a majority of such shares are present or represented shall be sufficient to constitute such approval or other action unless a higher percentage is required by applicable law or by the provisions of this Section IV.

(c) Unless a higher percentage is otherwise expressly required by applicable law, approval of holders of a majority of the shares of Series B Preferred Stock outstanding, voting as a class, shall be required to amend the Amended and Restated Articles of Incorporation of the Corporation (whether by means of merger, consolidation or otherwise) to authorize the issuance of, or create, any class or series of Senior Stock, reclassify the Series B Preferred Stock (other than as may be incident to a Reorganization Event (as defined in Section VI(a)) which does not require a class vote under Section IV(d)) or to alter or abolish the liquidation preferences or any other preferential right of the Series B Preferred Stock, or otherwise to alter this Certificate of Designation or the terms of the Series B Preferred Stock in a manner adverse to the Holders.

(d) Unless a higher percentage is otherwise expressly required by applicable law, approval of holders of a majority of the shares of Series B Preferred Stock outstanding, voting as a class, may and shall be required to approve any liquidation, dissolution or winding up of the Corporation or any merger or consolidation of the Corporation with or into any other entity; *provided, however*, no such approval is required if (i) the Corporation is the surviving entity in such merger or consolidation and the Series B Preferred Stock remains outstanding or (ii) the Corporation is not the surviving entity in such merger or consolidation but the Series B Preferred Stock is not changed in such merger or consolidation into anything other than a class or series of preferred stock of the surviving or resulting entity, or the entity controlling such person, having such rights, preferences, privileges and voting powers, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers of the Series B Preferred Stock, taken as a whole.

Section V. Liquidation

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, Holders of Series B Preferred Stock shall be entitled to receive for each share of Series B Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any creditors of the Corporation, before any distribution of such assets or proceeds is made to or set aside for the holders of Common Stock and any other stock of the Corporation ranking junior to Series B Preferred Stock as to such distribution, payment in full in an amount equal to the greater of (i) the sum of (A) \$1 00,000 per share and (B) the amount of any accrued and unpaid dividends, whether or not declared, to the date of payment and (ii) 110% of the payment or distribution to which such Holders would be entitled if the Series B Preferred Stock were converted to Common Stock (assuming receipt of the Stockholder Approval) immediately before such liquidation, dissolution, or winding up (such greater amount, the "Liquidation Preference").

(b) If in any distribution described in Section V(a) above the assets of the Corporation or proceeds thereof are not sufficient to pay in full the amounts payable with respect to all outstanding shares of Series B Preferred Stock and the corresponding amounts payable with respect to any Parity Stock, Holders of Series B Preferred Stock and the holders of such

8

Parity Stock shall share ratably in any such distribution in proportion to the full respective distributions to which they are entitled.

(c) If the Liquidation Preference has been paid in full to all Holders of Series B Preferred Stock and the corresponding amounts payable with respect to any Parity Stock has been paid in full, the holders of other stock of the Corporation shall be entitled to receive all remaining assets of the Corporation (or proceeds thereof) according to their respective rights and preferences.

(d) For purposes of this Section IV, the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the Holders of Series B Preferred Stock receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or other property) of all or substantially all of the assets of the Corporation, shall not constitute a liquidation, dissolution or winding up of the Corporation.

(e) In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the Corporation shall, within three (3) days after the date the Board of Directors approves such action, or at least twenty (20) days prior to any stockholders' meeting called to approve such action, or within twenty (20) days after the commencement of any involuntary proceeding, whichever is earlier, give each Holder of shares of Series B Preferred Stock initial written notice of the proposed action. Such initial written notice shall describe the material terms and conditions of such proposed action, including a description of the stock, cash, and property to be received by the Holders upon consummation of the proposed action and the date of delivery thereof. If any material change in the facts set forth in the initial notice shall occur, the Corporation shall promptly give written notice to each Holder of shares of Series B Preferred Stock of such material change. The Corporation shall not consummate any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation before the expiration of thirty (30) days after the mailing of the initial notice or ten (10) days after the mailing of any subsequent written notice, whichever is later, provided that any such thirty (30) day or ten (10) day period may be shortened upon the written consent of the Holders of all of the outstanding shares of Series B Preferred Stock.

(f) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation which will involve the distribution of assets other than cash, the Corporation shall promptly engage competent independent appraisers to determine the value of the assets to be distributed to the Holders. The Corporation shall, upon receipt of such appraiser's valuation, give prompt written notice to each Holder of shares of Series B Preferred Stock of the appraiser's valuation.

Section VI. Adjustments For Reorganization Events

(a) Upon the occurrence of a Reorganization Event (as defined herein), each share of Series B Preferred Stock outstanding immediately prior to such Reorganization Event shall, without the consent of Holders, become convertible into the types and amounts of securities, cash, and other property that is or was receivable in such Reorganization Event by a Holder of the number of shares of Common Stock into which such share of Series B Preferred Stock was

9

convertible (assuming that Conversion Date had occurred) immediately prior to such Reorganization Event in exchange for such shares of Common Stock (such securities, cash, and other property, the “Exchange Property”). The amount of Exchange Property receivable upon conversion of any Series B Preferred Stock in accordance with Section III hereof (and any subsection thereto) shall be determined based upon the Exchange Property delivered in respect of each share of Common Stock and the number of shares of Common Stock that would be received upon conversion of the Series B Preferred Stock but for the provisions of this Section VI. The Holders shall not have any separate class vote on any Reorganization Event, except as provided in Section IV(d) hereof. A “Reorganization Event” shall mean:

- (i) any consolidation or merger of the Corporation with or into another person, in each case pursuant to which the Common Stock will be converted into cash, securities, or other property of the Corporation or another person;
- (ii) any sale, transfer, lease, or conveyance to another person of all or substantially all of the consolidated assets of the Corporation and its subsidiaries, taken as a whole, in each case pursuant to which the Common Stock will be converted into cash, securities, or other property;
- (iii) any reclassification of the Common Stock into securities, including securities other than the Common Stock; or
- (iv) any statutory exchange of the Corporation’s securities for those of another person (other than in connection with a merger or acquisition).

(b) In the event that holders of the shares of the Common Stock have the opportunity to elect the form of consideration to be received in such Reorganization Event, the Holders shall likewise be allowed to make such an election. On each Conversion Date following a Reorganization Event, the Conversion Price then in effect will be applied to the value on such Conversion Date of the securities, cash, or other property received per share of Common Stock, determined as set forth above.

(c) The Corporation (or any successor) shall, within ten (10) days of the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence of such event and of the type and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section VI.

(d) The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless such agreement does not interfere with or prevent (as applicable) conversion of the Series B Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Section VI.

Section VII. Reports as to Adjustments

Whenever the Conversion Price or number of shares of Common Stock into which the shares of the Series B Preferred Stock are convertible is adjusted as provided in Section III, the Corporation shall promptly compute such adjustment and furnish to the Common Stock

10

Conversion Agent (as defined in Section XV) and the Holders a certificate, signed by a principal financial officer of the Corporation, setting forth the new Conversion Price and the number of shares of Common Stock into which each share of the Series B Preferred Stock is convertible as a result of such adjustment, a brief statement of the facts requiring such adjustment and the computation thereof and when such adjustment will become effective.

Section VIII. Exclusion of Other Rights

Except as specified in this Certificate of Designation or as may otherwise be required by law, the shares of Series B Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, other than those specifically set forth herein (as such Certificate of Designation may be amended from time to time) and in the Amended and Restated Articles of Incorporation. The shares of Series B Preferred Stock shall have no preemptive or subscription rights.

Section IX. Severability of Provisions

If any voting powers, preferences or relative, participating, optional or other special rights of the Series B Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Certificate of Designation (as such resolution may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Series B Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Certificate of Designation (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences or relative, participating, optional or other special rights of Series B Preferred Stock and qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect, and no voting powers, preferences or relative, participating, optional or other special rights of Series B Preferred Stock or qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences or relative, participating, optional or other special rights of Series B Preferred Stock or qualifications, limitations and restrictions thereof unless so expressed herein.

Section X. Reissuance of Series B Preferred Stock

Shares of Series B Preferred Stock that have been issued and reacquired in any manner, including shares purchased by the Corporation or exchanged or converted, shall (upon compliance with any applicable provisions of the laws of the state of Nevada) have the status of authorized but unissued shares of preferred stock of the Corporation undesignated as to series and may be designated or redesignated and issued or reissued, as the case may be, as part of any other series of preferred stock of the Corporation.

Section XI. Mutilated or Missing Series B Preferred Stock Certificates

If any of the Series B Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall issue, in exchange and in substitution for and upon cancellation of the mutilated Series B Preferred Stock certificate, or in lieu of and substitution for the Series B Preferred Stock certificate lost, stolen or destroyed, a new Series B Preferred Stock certificate of

11

like tenor and representing an equivalent amount of shares of Series B Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Series B Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation and the Common Stock Conversion Agent.

Section XII. Determinations

The Corporation shall be solely responsible for making all calculations called for hereunder. Such calculations include, but are not limited to, the calculations under Section III hereof. The Corporation covenants to make all such calculations in good faith. Absent manifest error, such calculations shall be final and binding on all Holders of shares of the Series B Preferred Stock. The Corporation shall have the power to resolve any ambiguity and its action in so doing, as evidenced by a resolution of the Board of Directors shall be final and conclusive unless clearly inconsistent with the intent hereof.

Section XIII. Redemption

Subject to any necessary regulatory approvals, on or after the third (3rd) anniversary of the date on which shares of Series B Preferred Stock are originally issued, the Corporation shall have the right to call and redeem, in whole or in part, at any time and from time to time, the shares of Series B Preferred Stock then outstanding at a price per share equal to the greater of (i) 125.0% of the sum of (A) \$100,000 per share and (B) the amount of any accrued and unpaid dividends, whether or not declared, to the date of payment, and (ii) 110% of (A) the number of shares of Common Stock into which a share of Series B Preferred Stock would be convertible on the Trading Day (as defined below) immediately prior to the date fixed for redemption (assuming receipt of Stockholder Approval) multiplied by (B) the Closing Price (as defined below) of Common Stock on such Trading Day; provided that in no event shall such redemption price exceed the amount determined in accordance with clause (i) above when replacing 125.0% with 150.0%.

“Trading Day” means a day on which the shares of Common Stock: (i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business; and (ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

“Closing Price” of the Common Stock on any date of determination means the closing sale price or, if no closing sale price is reported, the last reported sale price of the shares of the Common Stock on the Nasdaq Global Select Market on such date. If the Common Stock is not traded on the Nasdaq Global Select Market on any date of determination, the Closing Price of the Common Stock on such date of determination means the closing sale price as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is so listed or quoted, or, if no closing sale price is reported, the last reported sale price on the principal U.S. national or regional securities exchange on which the Common Stock is so listed or quoted, or if the Common Stock is not so listed or quoted on a U.S. national or regional securities exchange, the last quoted bid price for the Common Stock in the over-the-counter market as reported by Pink OTC Markets Inc. or similar organization, or, if that bid price

12

is not available, the market price of the Common Stock on that date as determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

For purposes of this Certificate of Designation, all references herein to the “Closing Price” and “last reported sale price” of the Common Stock on the Nasdaq Global Select Market shall be such closing sale price and last reported sale price as reflected on the website of the Nasdaq Global Select Market (<http://www.nasdaq.com>) and as reported by Bloomberg Professional Service; provided that in the event that there is a discrepancy between the closing sale price or last reported sale price as reflected on the website of the Nasdaq Global Select Market and as reported by Bloomberg Professional Service, the closing sale price and last reported sale price on the website of the Nasdaq Global Select Market shall govern.

Section XIV. Notices

All notices, requests and other communications to the Holder of Series B Preferred Stock shall be in writing (including facsimile transmission) and shall be given at the address of such Holder as shown on the books of the Corporation. A Holder of the outstanding share of Series B Preferred Stock may waive any notice required hereunder by a writing signed before or after the time required for notice or the action in question. Notice shall be deemed given on the earlier of the date received or three (3) Business Days after the date such notice is mailed by first-class mail, postage prepaid.

Section XV. Common Stock Conversion Agent

The duly appointed Common Stock conversion agent for the Series B Preferred Stock (the “Common Stock Conversion Agent”) shall be appointed at the discretion of the Corporation. The Common Stock Conversion Agent shall also act as registrar, redemption, conversion, transfer and dividend disbursing agent for the Series B Preferred Stock. The Corporation may, in its sole discretion, remove the Common Stock Conversion Agent in accordance with the agreement between the Corporation and the Common Stock Conversion Agent; provided that the Corporation shall appoint a successor agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such appointment or removal, the Corporation shall send notice thereof by first-class mail, postage prepaid, to the Holders. The Corporation shall initially serve as the Common Stock Conversion Agent.

[Lewis and Rocca LLP Letterhead]

December 28, 2010

First Busey Corporation
 100 W. University Avenue
 Champaign, Illinois 61820

Re: Registration Statement on Form S-3 of First Busey Corporation

Ladies and Gentlemen:

We have acted as special Nevada counsel to First Busey Corporation, a Nevada corporation (the "Company"), in connection with the offer and sale of up to 12,718,635 shares of the Company's common stock, par value \$0.001 per share (the "Common Shares"), up to 318,625 shares of the Company's Series B Convertible Cumulative Preferred Stock, liquidation amount \$100,000.00 per share (the "Series B Preferred Shares"), up to 7,497,000 shares of the Company's common stock, par value \$0.001 per share, underlying the Series B Preferred Shares and any additional Common Shares or Series B Preferred Shares that become issuable in accordance with the terms of the Series B Preferred Shares (such shares, collectively, the "Underlying Shares"), pursuant to the registration statement on Form S-3 filed with the Securities and Exchange Commission (the "Commission") on May 28, 2010 (File No. 333-167214) (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), including a base prospectus dated June 11, 2010 (the "Base Prospectus"), and a prospectus supplement dated December 28, 2010 (the "Prospectus Supplement," and together with the Base Prospectus, the "Prospectus"). The Common Shares are to be sold pursuant to those certain Stock Purchase Agreements, dated December 28, 2010, by and between the Company and each investor identified on the signature pages thereto, relating to the sale of the Common Shares by the Company to such purchasers (the "Common Stock Purchase Agreements"). The Series B Preferred Shares are to be sold pursuant to those certain Stock Purchase Agreements, dated December 28, 2010, by and between the Company and each investor identified on the signature pages thereto, relating to the sale of the Series B Preferred Shares by the Company to such purchasers (the "Series B Preferred Stock Purchase Agreements" and together with the Common Stock Purchase Agreements, the "Stock Purchase Agreements").

In connection with our opinion, we have examined originals, or copies, certified or otherwise identified to our satisfaction, of the Registration Statement, the Prospectus, the Company's amended and restated certificate of incorporation and bylaws (including the Certificate of Designation relating to the Series B Preferred Shares), the Stock Purchase Agreements and resolutions of the Company's Board of Directors and committees thereof. We have assumed without investigation the genuineness of all signatures, the legal capacity of natural persons, the authenticity, accuracy and completeness of all documents submitted to us as originals, the conformity to authentic and complete original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity, accuracy and completeness of the originals of such copies.

Based on the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that:

- the Common Shares, upon issuance and delivery against payment of legal consideration therefor in accordance with the terms of the respective Common Stock Purchase Agreements

and in the manner contemplated by the Registration Statement and the Prospectus, will be duly authorized, validly issued, fully paid and nonassessable;

- the Series B Preferred Shares, upon issuance and delivery against payment of legal consideration therefore in accordance with the terms of the respective Series B Preferred Stock Purchase Agreements and in the manner contemplated by the Registration Statement and the Prospectus, will be duly authorized, validly issued, fully paid and nonassessable; and
- the Underlying Shares, upon issuance and delivery in connection with the conversion of the Series B Preferred Shares (or otherwise in accordance with the terms of the Series B Preferred Shares) and in the manner contemplated by the Registration Statement and the Prospectus, will be duly authorized, validly issued, fully paid and nonassessable.

We express no opinion concerning the laws of any jurisdiction other than the federal law of the United States of America and Nevada General Company Law. We express no opinion as to the laws of any other jurisdiction and no opinion regarding the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority or any jurisdiction.

We express no opinion with respect to any specific legal issues other than those explicitly addressed herein. We assume no obligation to advise you of any change in the foregoing subsequent to the date of this opinion (even though the change may affect any legal conclusion stated in this opinion letter).

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K to be filed on December 29, 2010 and the Registration Statement, and to the reference to our name under the heading "Legal Matters" in the Prospectus. In giving our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. The opinions expressed herein are matters of professional judgment and are not a guarantee of result.

LEWIS AND ROCA LLP

/s/ Von S. Heinz

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the “**Agreement**”), dated as of December 28, 2010, is by and among First Busey Corporation, a Nevada corporation (the “**Company**”), and the investors listed on the signature pages hereto (individually, a “**Buyer**” and collectively, the “**Buyers**”).

RECITALS

A. Each Buyer wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, the number of shares of common stock, par value \$0.001 per share, of the Company (the “**Common Stock**”) set forth below such Buyer’s name on its signature page to this Agreement (which aggregate amount for all Buyers together shall be 12,718,635 shares of Common Stock and shall collectively be referred to herein as the “**Shares**”).

B. The Company has filed a Registration Statement under the Securities Act of 1933, as amended (the “**1933 Act**”), on Form S-3 (Registration Number 333-167214), which was declared effective by the Securities and Exchange Commission (the “**SEC**”) on June 11, 2010 (the “**Registration Statement**”). The Company shall issue the Shares pursuant to the currently effective Registration Statement.

C. In addition to, and concurrently with, the offering of Shares, the Company expects to raise an additional amount of capital in an offering of shares of a new series of convertible preferred stock of the Company pursuant to the Registration Statement (the “**Preferred Stock Transaction**”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each Buyer hereby agree as follows:

1. PURCHASE AND SALE OF SHARES.

(a) **Shares.** Subject to the satisfaction (or waiver) of the conditions set forth in Sections 5 and 6 below, the Company shall issue and sell to each Buyer, and each Buyer severally, but not jointly, shall purchase from the Company on the Closing Date (as defined below), the number of Shares as is set forth below such Buyer’s name on its signature page to this Agreement, at a purchase price of \$4.25 per share.

(b) **Closing.** The closing (the “**Closing**”) of the purchase of the Shares by the Buyers shall occur at the offices of Greenberg Traurig, LLP, One International Place, Boston, Massachusetts 02110. The date and time of the Closing (the “**Closing Date**”) shall be 10:00 a.m., Boston time, on the first (1st) Business Day on which the conditions to the Closing set forth in Sections 5 and 6 below are satisfied or waived (or such later date as is mutually agreed to by the Company and each Buyer). As used herein “**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are

authorized or required by law to remain closed.

(c) **Purchase Price.** The aggregate purchase price for the Shares to be purchased by each Buyer (the “**Purchase Price**”) shall be the amount set forth below such Buyer’s name on its signature page to this Agreement. Each Buyer shall pay its respective Purchase Price for the Shares to be purchased by such Buyer at the Closing.

(d) **Payment; Settlement Mechanics.** On the Closing Date, (i) the Company shall cause its transfer agent to deliver to each Buyer the number of Shares as is set forth below such Buyer’s name on its signature page to this Agreement (such Shares shall be registered in the name of such Buyer or as otherwise set forth on such Buyer’s signature page to this Agreement) and (ii) upon receipt of such Shares, each Buyer shall pay its respective Purchase Price to the Company for the Shares to be issued and sold to such Buyer at the Closing. The Shares shall not bear any restrictive or other legends (electronic or otherwise). If a Buyer chooses to settle via Deposit/Withdrawal At Custodian (“**DWAC**”) (by checking the appropriate space on such Buyer’s signature page hereto), then as between the Company and such Buyer, the provisions set forth in Exhibit A hereto shall be incorporated herein by reference as if set forth fully herein. If a Buyer chooses to settle delivery versus payment (“**DVP**”) (by checking the appropriate space on such Buyer’s signature page hereto), then as between the Company and such Buyer, the provisions set forth in Exhibit B hereto shall be incorporated herein by reference as set forth fully herein.

2. BUYER’S REPRESENTATIONS AND WARRANTIES.

Each Buyer, severally and not jointly, represents and warrants to the Company with respect to only itself that:

(a) **Organization; Authority.** Such Buyer 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 to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder.

(b) **Validity; Enforcement.** This Agreement has been duly and validly authorized, executed and delivered on behalf of such Buyer and constitutes the legal, valid and binding obligations of such Buyer enforceable against such Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

(c) **No Conflicts.** The execution, delivery and performance by such Buyer of this Agreement and the consummation by such Buyer of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of such Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and

state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Buyer to perform its obligations hereunder.

(d) Residency. Such Buyer's office in which its investment decision with respect to the Shares was made is located in the jurisdiction below such Buyer's name on its signature page hereto.

(e) Certain Trading Activities. Such Buyer has not directly or indirectly, nor has any Person (as defined below) acting on behalf of or pursuant to any understanding with such Buyer, engaged in any transactions in the securities of the Company (including, without limitation, any Short Sales (as defined below) involving the Company's securities) during the period commencing as of the time that such Buyer was first contacted by the Company regarding the specific investment in the Company contemplated by this Agreement and ending immediately prior to the execution of this Agreement by such Buyer. "**Short Sales**" mean all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the "**1934 Act**") (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock). Notwithstanding the foregoing, in the case of a Buyer that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Buyer's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Buyer's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. For purposes of this Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each of the Buyers that:

(a) Organization and Qualification; Subsidiaries. Each of the Company and each of its direct and indirect subsidiaries constituting a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X (each such significant subsidiary, a "**Subsidiary**") are entities duly organized and validly existing and in good standing under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted. Each of the Company and its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Agreement, "**Material Adverse Effect**" means any material adverse effect on (i) the business, properties, assets, liabilities, operations (including results thereof), condition (financial or otherwise) or prospects of the Company or any of its Subsidiaries, taken as a whole, (ii) the legality, validity or enforceability of the transactions contemplated hereby or

3

in the other Transaction Documents (as defined below) or (iii) the authority or ability of the Company to perform its obligations under the Transaction Documents. Except as set forth on Schedule 3(a), the Company has no Subsidiaries.

(b) Bank Holding Company; State Bank Status. The Company is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended (the "**BHC Act**"), and meets in all material respects the applicable requirements for qualification as such. Busey Bank, an Illinois state-chartered bank and wholly-owned subsidiary of the Company (the "**Bank**"), holds the requisite authority from the Illinois Department of Financial and Professional Regulation (the "**DFPR**") to conduct business as a state-chartered bank under the laws of the State of Illinois. The deposit accounts of the Bank are insured up to applicable limits by the Federal Deposit Insurance Corporation (the "**FDIC**"), and all premiums and assessments required to be paid in connection therewith have been paid when due.

(c) Authorization; Enforcement; Validity. The Company has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents and to issue the Shares in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by the Company, and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares) have been duly authorized by the Company's board of directors and, other than the filing with the SEC of a final prospectus supplement relating to the transactions contemplated hereby (the "**Prospectus Supplement**"), no further filing, consent or authorization is required by the Company, its board of directors or its stockholders or other governing body or regulatory authority. This Agreement and the other Transaction Documents to which the Company is a party have been (or upon delivery will have been) duly executed and delivered by the Company and when delivered in accordance with the terms hereof and thereof, will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law. There are no stockholder agreements, voting agreements, or other similar arrangements with respect to the Company's capital stock to which the Company is a party or, to the Company's knowledge, between or among any of the Company's stockholders. "**Transaction Documents**" means, collectively, this Agreement and each of the other agreements and instruments entered into and/or delivered by the parties hereto in connection with the proposed sale and issuance of Common Stock contemplated hereby and thereby.

(d) Issuance of Shares; Registration Statement. The issuance of the Shares is duly authorized and, when issued and paid for in accordance with the terms of this Agreement, the Shares shall be validly issued, fully paid and non-assessable and free from all taxes, liens, charges and other encumbrances imposed by the Company. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement. The issuance of the Shares has been registered by the Company under the 1933 Act, the Shares are being issued pursuant to the Registration Statement and all of the Shares are freely transferable and freely tradeable by each of the Buyers on the Principal

4

Market (as defined below) without restriction. The Registration Statement is effective and available for the issuance of the Shares thereunder and the Company has not received any notice that the SEC has issued or intends to issue a stop-order or other order with respect to the Registration Statement or the Prospectus (as defined below) or that the SEC otherwise has (i) suspended or withdrawn the effectiveness of the Registration Statement or (ii) issued any order preventing or suspending the use of the Prospectus, in either case, either temporarily or permanently, or intends or has threatened in writing to do so. The "Plan of Distribution" section under the Registration Statement permits the issuance of the Shares hereunder. Upon receipt of the Shares, each of the Buyers will have good and marketable title to the Shares. At the time the Registration Statement and any amendments thereto became effective, at the date of this Agreement and at the Closing Date, the Registration Statement and any amendments thereto complied and will comply in all material respects to the requirements of the 1933 Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and the base prospectus included in the Registration Statement (the "**Prospectus**") and any amendments or supplements thereto (including, without limitation, the Prospectus Supplement), at the time the Prospectus or any amendment or supplement thereto was issued and at the Closing Date, complied and will comply in all material respects to the requirements of the 1933 Act and did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company meets all of the requirements for the use of Form S-3 under the 1933 Act for the offering and sale of the Shares, and the SEC has not notified the Company of any objection to the use of the form of the Registration Statement pursuant to Rule 401(g)(1) under the 1933 Act. The Registration Statement meets the requirements set forth in Rule 415(a)(1)(x) under the 1933 Act. At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the 1933 Act) relating to any of the Shares, the Company was not and is not an "Ineligible Issuer" (as defined in Rule 405 under the 1933 Act). The Company has not distributed any offering material in connection with the offering and sale of any of the Shares, other than the Registration Statement, the Prospectus or the Prospectus Supplement. In accordance with Rule 5110(b)(7)(C)(i) of the Financial Industry Regulatory Authority Manual, the offering of the Shares has been registered with the SEC on Form S-3 under the 1933 Act pursuant to the standards for Form S-3 in effect prior to October 21, 1992, and the Shares are being offered pursuant to Rule 415 promulgated under the 1933 Act. The Prospectus Supplement does not contain any material non-public information other than the terms of the transactions contemplated by this Agreement and matters related to the proposed Preferred Stock Transaction.

(e) **No Conflicts.** The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares) will not (i) result in a violation of the Company's Articles of Incorporation, as amended and as in effect on the date hereof, including, without limitation, any certificates of designation contained therein or attached thereto (the "**Articles of Incorporation**"), or other organizational documents of the Company or any of its Subsidiaries or the Company's bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights

5

of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iii) subject to the making of the Required Filings (as defined below) by the Company, result in a violation of any law, rule, regulation, order, judgment or decree (including foreign, federal and state securities laws and regulations and the rules and regulations of the Nasdaq Global Select Market (the "**Principal Market**")) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected except, in the case of clause (ii) or (iii) above, to the extent such violations that could not reasonably be expected to have a Material Adverse Effect.

(f) **Consents.** The Company is not required to obtain any consent from, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person (including, without limitation, the Financial Industry Regulatory Authority) in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof, other than (i) the filing with the SEC of the Prospectus Supplement and (ii) the filing with the SEC of the 8-K Filing (as defined below) (collectively, the "**Required Filings**"). All consents, authorizations, orders, filings and registrations which the Company is required to obtain at or prior to the Closing have been obtained or effected on or prior to the Closing Date, and neither the Company nor any of its Subsidiaries are aware of any facts or circumstances which might prevent the Company from obtaining or effecting any of the registration, application or filings contemplated by the Transaction Documents. Required Filings to be made after the Closing Date shall be made in compliance with the terms of this Agreement and applicable federal and state securities laws. The Company is not in violation of the requirements of the Principal Market and has no knowledge of any facts or circumstances which could reasonably lead to delisting or suspension of the Common Stock in the foreseeable future.

(g) **Acknowledgment Regarding Buyer's Purchase of Shares.** The Company acknowledges and agrees that each Buyer is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby. The Company further acknowledges that no Buyer is acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by a Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Buyer's purchase of the Shares. The Company further represents to each Buyer that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

(h) **Placement Agent Fees.** The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby. Other than FIG Partners, LLC, which is acting solely as the Company's financial advisor, neither the Company nor any of its Subsidiaries has engaged any other financial advisor, any placement agent or any other agent in connection with the offer or sale of the Shares.

6

(i) **No Integrated Offering.** None of the Company, the Subsidiaries or any of their affiliates, nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to require approval of stockholders of the Company under any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated. None of the Company, its Subsidiaries, their affiliates nor any Person acting on their behalf will take any action or steps referred to in the preceding sentence that would cause the offering of any of the Shares to be integrated with other offerings of securities of the Company.

(j) Application of Takeover Protections; Rights Agreement. The Company has not adopted any stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of Common Stock or a change of control of the Company. The Company and its board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Articles of Incorporation or other organizational documents or the laws of the jurisdiction of its incorporation or otherwise which is or could become applicable to any Buyer as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Shares and any Buyer's ownership of the Shares.

(k) SEC Documents; Financial Statements. During the two (2) years prior to the date hereof, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being referred to herein as the "SEC Documents"). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in the SEC Documents complied in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto as in effect as of the time of filing. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate). No other information provided by or on behalf of the Company to the Buyers which is not included in the SEC Documents contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein not misleading, in the light of the

7

circumstance under which they are or were made.

(l) Absence of Certain Changes. Since the date of the Company's most recent audited financial statements contained in the Form 10-K, except as disclosed in subsequent SEC Documents filed prior to the date hereof, there has been no material adverse change and no material adverse development in the business, assets, liabilities, properties, operations (including results thereof), condition (financial or otherwise) or prospects of the Company or any of its Subsidiaries. Since the date of the Company's most recent audited financial statements contained in the Form 10-K, except as disclosed in a subsequent SEC Documents filed prior to the date hereof, neither the Company nor any of its Subsidiaries has (i) declared or paid any dividends other than by Subsidiaries to the Company, (ii) sold any material assets, individually or in the aggregate, outside of the ordinary course of business or (iii) made any material capital expenditures, individually or in the aggregate. Neither the Company nor any of its Subsidiaries has taken any steps to seek protection pursuant to any law or statute relating to bankruptcy, insolvency, reorganization, liquidation or winding up, nor does the Company or any Subsidiary have any knowledge or reason to believe that any of their respective creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so. The Company and its Subsidiaries, individually and on a consolidated basis, are not as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Closing, will not be insolvent. Neither the Company nor any of its Subsidiaries has engaged in business or in any transaction, and is not about to engage in business or in any transaction, for which the Company's or such Subsidiary's remaining assets constitute unreasonably small capital.

(m) No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is reasonably expected to exist or occur with respect to the Company, any of its Subsidiaries or their respective business, properties, liabilities, prospects, operations (including results thereof) or condition (financial or otherwise), that (i) would be required to be disclosed by the Company under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Company of its Common Stock and which has not been publicly announced or contained in the SEC Documents or (ii) could reasonably result in a Material Adverse Effect or a material adverse effect on any Buyer's investment hereunder.

(n) Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any term of or in default under its Articles of Incorporation, any certificate of designation of any other outstanding series of preferred stock of the Company or any of its Subsidiaries or Bylaws or their organizational charter, Articles of Incorporation or certificate of incorporation or bylaws, respectively. Neither the Company nor any of its Subsidiaries is in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries will conduct its business in violation of any of the foregoing, except in all cases for possible violations which could not, individually or in the aggregate, have a Material Adverse Effect. Without limiting the generality of the foregoing, the Company is not in violation of any of the rules, regulations or requirements of the Principal Market and has no knowledge of any facts or circumstances that could reasonably lead to delisting or suspension of the Common Stock by the Principal Market in the foreseeable future. Since January 1, 2010, (i) the Common

8

Stock has been designated for quotation on the Principal Market, (ii) trading in the Common Stock has not been suspended by the SEC or the Principal Market and (iii) the Company has received no communication, written or oral, from the SEC or the Principal Market regarding the suspension or delisting of the Common Stock from the Principal Market. Neither the Company nor any of its Subsidiaries is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), except in all cases for possible defaults or violations which could not, individually or in the aggregate, have a Material Adverse Effect. The Company and each of its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a Material Adverse Effect, and neither the Company nor any such Subsidiary has received any written notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit.

(o) Questionable Payments. Neither the Company nor any of the Subsidiaries nor any director, officer, agent, employee or other Person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(p) Sarbanes-Oxley Act. The Company and each Subsidiary is in material compliance with all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof.

(q) Transactions with Affiliates. No relationship, direct or indirect, exists between or among the Company or any of the Subsidiaries, on the one hand, and any directors, officers, or employees of the Company or any of the Subsidiaries, on the other hand, which is required to be described in SEC Documents and is not adequately described therein to satisfy the requirements of the Securities Act and the rules and regulations promulgated thereby.

(r) Equity Capitalization. The capitalization of the Company as of the date hereof is as set forth on Schedule 3(r). All of such outstanding shares are duly authorized and have been, or upon issuance will be, validly issued and are fully paid and nonassessable. Except as disclosed on Schedule 3(r): (i) none of the Company's or any material Subsidiary's capital stock is subject to preemptive rights or any other similar rights or any liens suffered or permitted by the Company or any Subsidiary; (ii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of

9

its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries; (iii) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing indebtedness of the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries is or may become bound; (iv) there are no financing statements securing obligations in any material amounts filed in connection with the Company or any of its Subsidiaries; (v) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act (except as contemplated by this Agreement); (vi) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vii) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Shares; (viii) neither the Company nor any Subsidiary has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (ix) neither the Company nor any of its Subsidiaries have any liabilities or obligations required to be disclosed in the SEC Documents which are not so disclosed in the SEC Documents, other than those incurred in the ordinary course of the Company's or its Subsidiaries' respective businesses and which, individually or in the aggregate, do not or could not have a Material Adverse Effect.

(s) Absence of Litigation. There is no action, suit, proceeding, inquiry or investigation before or by the Principal Market, any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries, the Common Stock or any of the Company's or its Subsidiaries' officers or directors which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the 1934 Act or the 1933 Act.

(t) Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged. Neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for, and neither the Company nor any such Subsidiary has any reason to believe that it will be unable to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(u) Employee Relations. Neither the Company nor any of its Subsidiaries is a party

10

to any collective bargaining agreement or employs any member of a union. The Company believe that its and its Subsidiaries' relations with their respective employees are good. No executive officer (as defined in Rule 501(f) promulgated under the 1933 Act) or other key employee of the Company or any of its Subsidiaries has notified the Company or any such Subsidiary that such officer intends to leave the Company or any such Subsidiary or otherwise terminate such officer's employment with the Company or any such Subsidiary. No executive officer or other key employee of the Company or any of its Subsidiaries is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer or other key employee (as the case may be) does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all federal, state, local and foreign laws and regulations respecting labor, employment and employment practices and benefits, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(v) Title. The Company and its Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its Subsidiaries, in each case, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and any of its Subsidiaries. Any real property and facilities held under lease by the Company or any of its Subsidiaries are held by

them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company or any of its Subsidiaries.

(w) **Intellectual Property Rights.** The Company and its Subsidiaries own or possess adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, original works, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights and all applications and registrations therefor (“**Intellectual Property Rights**”) necessary to conduct their respective businesses as now conducted and as presently proposed to be conducted, unless failure to own or possess such rights or licenses would not reasonably be likely to result in a Material Adverse Effect. None of the Company’s or its Subsidiaries’ Intellectual Property Rights have expired, terminated or been abandoned, or are expected to expire, terminate or be abandoned, within three years from the date of this Agreement, unless such expiration, termination or abandonment would not reasonably be likely to result in a Material Adverse Effect. The Company has no knowledge of any infringement by the Company or any of its Subsidiaries of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the knowledge of the Company or any of its Subsidiaries, being threatened, against the Company or any of the Subsidiaries regarding their material Intellectual Property Rights. The Company is not aware of any facts or circumstances that reasonably could be expected to give rise to any of the foregoing infringements or claims, actions or proceedings. The Company and each of its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their Intellectual Property Rights, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material

11

Adverse Effect.

(x) **Environmental Laws.** The Company and its Subsidiaries (i) are in compliance with all Environmental Laws (as defined herein), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term “**Environmental Laws**” means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, “**Hazardous Materials**”) into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(y) **Subsidiary Rights.** Except as disclosed in the SEC Documents, the Company or one of its Subsidiaries has the unrestricted right to vote, and (subject to limitations imposed by applicable law and regulation) to receive dividends and distributions on, all capital securities of its Subsidiaries as owned by the Company or such Subsidiary.

(z) **Tax Status.** Except for matters that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Company and each of its Subsidiaries (i) has timely made or filed all foreign, federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has timely paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (iii) has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company and its Subsidiaries know of no basis for any such claim.

(aa) **Internal Accounting and Disclosure Controls.** The Company maintains internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the 1934 Act) that is effective to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including that (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain as set and liability accountability, (iii) access to assets or incurrence of liabilities is permitted only in accordance with management’s general or specific authorization and (iv) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any

12

difference. The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the 1934 Act) that are effective in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC, including, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is accumulated and communicated to the Company’s management, including its principal executive officer or officers and its principal financial officer or officers, as appropriate, to allow timely decisions regarding required disclosure.

(bb) **Off Balance Sheet Arrangements.** There is no transaction, arrangement, or other relationship between the Company or any of its Subsidiaries and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Company in its 1934 Act filings and is not so disclosed or that otherwise could be reasonably likely to have a Material Adverse Effect.

(cc) **Investment Company Status.** The Company is not, and upon consummation of the sale of the Shares will not be, an “investment company,” an affiliate of an “investment company,” a company controlled by an “investment company” or an “affiliated person” of, or “promoter” or “principal underwriter” for, an “investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

(dd) **Manipulation of Price.** Neither the Company nor any of its Subsidiaries has, and, to the knowledge of the Company, no Person acting on their behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company or any of its Subsidiaries to facilitate the sale or resale of any of the Shares, (ii) sold, bid for, purchased, or paid any compensation for soliciting

purchases of, any of the Shares, or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company or any of its Subsidiaries.

(ee) OFAC. Neither the Company nor any Subsidiary nor, to the Company's Knowledge, any director, officer, agent, employee, affiliate or Person acting on behalf of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not knowingly directly or indirectly use the proceeds of the sale of the Shares, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person or entity, towards any sales or operations any country sanctioned by OFAC or for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

(ff) Money Laundering Laws. The operations of each of the Company and any Subsidiary are and have been conducted at all times in compliance with the money laundering statutes of applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency (collectively, the "**Money Laundering Laws**") and to the Company's knowledge, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company and/or any Subsidiary with respect to the Money Laundering Laws is pending or threatened.

13

(gg) Compliance with Certain Banking Regulations. The Company has no knowledge of any facts and circumstances, and has no reason to believe that any facts or circumstances exist, that would cause the Bank: (i) to be deemed not to be in satisfactory compliance with the Community Reinvestment Act and the regulations promulgated thereunder or to be assigned a CRA rating by federal or state banking regulators of lower than "satisfactory"; (ii) to be deemed to be operating in violation, in any material respect, of the Bank Secrecy Act of 1970 (or otherwise known as the "Currency and Foreign Transactions Reporting Act"), the USA Patriot Act (or otherwise known as "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001"), any order issued with respect to anti-money laundering by OFAC or any other anti-money laundering statute, rule or regulation; or (iii) to be deemed not to be in satisfactory compliance, in any material respect, with all applicable privacy of customer information requirements contained in any federal and state privacy laws and regulations as well as the provisions of all information security programs adopted by the Bank.

(hh) No Additional Agreements. Except for any agreements related to the Preferred Stock Transaction, the Company has not entered into any agreement or understanding with any Buyer or other individual purchasing Shares with respect to the transactions contemplated by the Transaction Documents other than as specified in the Transaction Documents. For the avoidance of doubt, each Buyer has the same rights with respect to the purchase of Shares as each of the other Buyers.

(ii) Reports, Registrations and Statements. Since December 31, 2008, the Company and each Subsidiary have filed all material reports, registrations and statements, together with any required amendments thereto, that it was required to file with the Board of Governors of the Federal Reserve System (the "**Federal Reserve**"), the FDIC, the DFPR, and any other applicable federal or state securities or banking authorities, except where the failure to file any such report, registration or statement would not have or reasonably be expected to have a Material Adverse Effect. All such reports and statements filed with any such regulatory body or authority are collectively referred to herein as the "**Company Reports**." As of their respective dates, the Company Reports complied as to form in all material respects with all the rules and regulations promulgated by the Federal Reserve, the FDIC, the DFPR and any other applicable federal or state securities or banking authorities, as the case may be.

(jj) Adequate Capitalization. As of September 30, 2010, the Bank met or exceeded the standards necessary to be considered "well capitalized" under the FDIC's regulatory framework for prompt corrective action.

(kk) Agreements with Regulatory Agencies. Neither the Company nor any Subsidiary is a party or subject to any formal agreement or memorandum of understanding with, or order issued by, the Federal Reserve, the FDIC, the DFPR or any other bank regulatory authority that imposes any restrictions or requirements not generally applicable to bank holding companies or commercial banks.

Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the Company and each Subsidiary has properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents, applicable federal and state law and

14

regulation and common law. None of the Company, any Subsidiary or any director, officer or employee of the Company or any Subsidiary has committed any breach of trust or fiduciary duty with respect to any such fiduciary account that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the accountings for each such fiduciary account are true and correct and accurately reflect the assets of such fiduciary account

(ll) Mortgage Banking Business. Except as has not had and would not reasonably be expected to have a Material Adverse Effect:

(i) The Company and each of its Subsidiaries has complied with, and all documentation in connection with the origination, processing, underwriting and credit approval of any mortgage loan originated, purchased or serviced by the Company or any of its Subsidiaries satisfied, (A) all applicable federal, state and local laws, rules and regulations with respect to the origination, insuring, purchase, sale, pooling, servicing, subservicing, or filing of claims in connection with mortgage loans, including all laws relating to real estate settlement procedures, consumer credit protection, truth in lending laws, usury limitations, fair housing, transfers of servicing, collection practices, equal credit opportunity and adjustable rate mortgages, (B) the responsibilities and obligations relating to mortgage loans set forth in any agreement between the Company or any of its Subsidiaries and any Agency, Loan Investor or Insurer, (C) the applicable rules, regulations, guidelines, handbooks and other requirements of any Agency, Loan Investor or Insurer and (D) the terms and provisions of any mortgage or other collateral documents and other loan documents with respect to each mortgage loan; and

(ii) No Agency, Loan Investor or Insurer has (A) claimed in writing that the Company or any of its Subsidiaries has violated or has not complied with the applicable underwriting standards with respect to mortgage loans sold by the Company or any of its Subsidiaries to a Loan Investor or Agency, or with respect to any sale of mortgage servicing rights to a Loan Investor, (B) imposed in writing restrictions on the activities (including commitment authority) of the Company or any of its Subsidiaries or (C) indicated in writing to the Company or any of its Subsidiaries that it has terminated or intends to terminate its relationship with the Company or any of its Subsidiaries for poor performance, poor loan quality or concern with respect to the Company's or any of its Subsidiaries' compliance with laws,

For purposes of this Section 3(l): (A) "**Agency**" means the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Farmers Home Administration (now known as Rural Housing and Community Development Services), the Federal National Mortgage Association, the United States Department of Veterans' Affairs, the Rural Housing Service of the U.S. Department of Agriculture or any other federal or state agency with authority to (i) determine any investment, origination, lending or servicing requirements with regard to mortgage loans originated, purchased or serviced by the Company or any of its Subsidiaries or (ii) originate, purchase, or service mortgage loans, or otherwise promote mortgage lending, including state and local housing finance authorities; (B) "**Loan Investor**" means any person (including an Agency) having a beneficial interest in any mortgage loan

15

originated, purchased or serviced by the Company or any of its Subsidiaries or a security backed by or representing an interest in any such mortgage loan; and (C) "**Insurer**" means a person who insures or guarantees for the benefit of the mortgagee all or any portion of the risk of loss upon borrower default on any of the mortgage loans originated, purchased or serviced by the Company or any of its Subsidiaries, including the Federal Housing Administration, the United States Department of Veterans' Affairs, the Rural Housing Service of the U.S. Department of Agriculture and any private mortgage insurer, and providers of hazard, title or other insurance with respect to such mortgage loans or the related collateral.

(mm) Risk Management Instruments. Except as has not had or would not reasonably be expected to have a Material Adverse Effect, since December 31, 2008, all material derivative instruments, including, swaps, caps, floors and option agreements, whether entered into for the Company's own account, or for the account of one or more of the Company Subsidiaries, were entered into (1) only in the ordinary course of business, (2) in accordance with prudent practices and in all material respects with all applicable laws, rules, regulations and regulatory policies and (3) with counterparties believed to be financially responsible at the time; and each of them constitutes the valid and legally binding obligation of the Company or one of the Company Subsidiaries, enforceable in accordance with its terms. Neither the Company nor the Company Subsidiaries, nor, to the knowledge of the Company, any other party thereto, is in breach of any of its material obligations under any such agreement or arrangement.

(nn) Registration Eligibility. The Company is eligible to register the issuance and sale of the Shares to the Buyers using Form S-3 promulgated under the 1933 Act.

(oo) Transfer Taxes. On the Closing Date, all stock transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the sale and transfer of the Shares to be sold to each Buyer hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(pp) Disclosure. The Company confirms that neither it nor any other Person acting on its behalf has provided any of the Buyers or their agents or counsel with any information that constitutes or could reasonably be expected to constitute material, nonpublic information concerning the Company or any of its Subsidiaries, other than the existence of the transactions contemplated by this Agreement and the other Transaction Documents. The Company understands and confirms that each of the Buyers will rely on the foregoing representations in effecting transactions in securities of the Company. All disclosure provided to the Buyers regarding the Company and its Subsidiaries, their businesses and the transactions contemplated hereby, including the Schedules to this Agreement, furnished by or on behalf of the Company or any of its Subsidiaries is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Each press release issued by the Company or any of its Subsidiaries during the twelve (12) months preceding the date of this Agreement did not at the time of release contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. No event or circumstance has occurred or information exists with respect to the Company or any of its Subsidiaries or its or their business, properties, liabilities, prospects, operations (including

16

results thereof) or conditions (financial or otherwise), which, under applicable law, rule or regulation, requires public disclosure at or before the date hereof or announcement by the Company but which has not been so publicly disclosed. The Company acknowledges and agrees that no Buyer makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 2.

4. COVENANTS.

(a) Commercially Reasonably Best Efforts. Each Buyer, solely as to itself, shall use commercially reasonable best efforts timely to satisfy each of the conditions to the Company's obligation to issue and sell the Shares set forth in Section 5(a). The Company shall use commercially reasonable best efforts timely to satisfy each of the conditions to each Buyer's obligation to purchase its Shares set forth in Section 6(a).

(b) Prospectus Supplement and Blue Sky. Immediately prior to execution of this Agreement, the Company shall have delivered, and as soon as practicable after execution of this Agreement the Company shall file, the Prospectus Supplement with respect to the Shares as required under, and in conformity with, the 1933 Act, including Rule 424(b) thereunder. If required, the Company, on or before the Closing Date, shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to, qualify the Shares for sale to the Buyers at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Buyers on or prior to the Closing Date. Without limiting any other obligation of the Company under this Agreement, the Company shall timely make all filings and reports relating to the offer and sale of the Shares required under all applicable securities laws (including, without limitation, all applicable federal securities laws and all applicable "Blue Sky" laws), and the Company shall comply with all applicable federal, state and local laws, statutes, rules, regulations and the like relating to the offering and sale of the Shares to the Buyers.

(c) **Listing.** The Company shall promptly secure the listing of all of the Shares upon each national securities exchange and automated quotation system, if any, upon which the shares of Common Stock are then listed (subject to official notice of issuance) and shall maintain such listing of all such Shares on such national securities exchange or automated quotation system. The Company shall maintain the Common Stock's authorization for quotation on the Principal Market, the New York Stock Exchange, the NYSE Amex, the Nasdaq Global Market or the Nasdaq Capital Market (each, an "**Eligible Market**"). The Company shall not take any action which could be reasonably expected to result in the delisting or suspension of the Common Stock on an Eligible Market. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 4(c).

(d) **Fees.** The Company shall pay the reasonable fees and expenses of Greenberg Traurig, LLP, counsel on behalf of certain Buyers, incurred in connection with the transactions contemplated by the Transaction Documents (including, without limitation, the negotiation, documentation and implementation of the transactions contemplated by the Transaction Documents and due diligence in connection therewith), up to a maximum amount of \$15,000 which amount shall be paid by the Company at the Closing or paid by the Company upon

17

termination of this Agreement so long as such termination did not occur as a result of a material breach by any such Buyer of any of its obligations hereunder (as the case may be). Except as set forth above, the parties hereto shall be responsible for the payment of all expenses incurred by them in connection with the preparation and negotiation of the Transaction Documents and the consummation of the transactions contemplated hereby. The Company shall pay all Transfer Agent fees, stamp taxes and other taxes and duties levied in connection with the sale and issuance of the Shares to the Buyers.

(e) **Disclosure of Transactions and Other Material Information.** The Company shall, on or before 8:30 a.m., New York time, on the first (1st) Business Day after the date of this Agreement, issue a press release (the "**Press Release**") reasonably acceptable to each Buyer disclosing all the material terms of the transactions contemplated hereby and any other material, nonpublic information that the Company may have provided a Buyer at any time prior to the filing of the Press Release. On or before 8:30 a.m., New York time, on the first (1st) Business Day following the date of this Agreement, the Company shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated hereby and attaching this Agreement as an exhibit (including all attachments, the "**8-K Filing**"). From and after the issuance of the Press Release, the Company shall have disclosed all material, nonpublic information delivered to any of the Buyers by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents (if any) in connection with the transactions contemplated by the Transaction Documents. The Company shall not, and the Company shall cause each of its Subsidiaries and each of its and their respective officers, directors, employees and agents not to, provide any Buyer with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the issuance of the Press Release without the express prior written consent of such Buyer. If a Buyer has, or believes it has, received any material, nonpublic information regarding the Company or any of its Subsidiaries in breach of the immediately preceding sentence, such Buyer shall provide the Company with written notice thereof in which case the Company shall, within one (1) Trading Day of the receipt of such notice, make a public disclosure of all such material, nonpublic information so provided. In the event of a breach of any of the foregoing covenants by the Company, any of its Subsidiaries, or any of its or their respective officers, directors, employees and agents (as determined in the reasonable good faith judgment of such Buyer), in addition to any other remedy provided herein or in the Transaction Documents, such Buyer shall have the right to make a public disclosure, in the form of a press release, public advertisement or otherwise, of such material, nonpublic information without the prior approval by the Company, any of its Subsidiaries, or any of its or their respective officers, directors, employees or agents. No Buyer shall have any liability to the Company, any of the Subsidiaries, or any of its or their respective officers, directors, employees, stockholders or agents, for any such disclosure of such information. Without the prior written consent of any applicable Buyer, the Company shall not (and shall cause each of its Subsidiaries and affiliates to not) disclose the name of such Buyer or its investment adviser in any filing, announcement, release or otherwise, except (a) as required by federal securities law in connection with the filing of final Transaction Documents (including signature pages thereto) with the SEC and (b) to the extent such disclosure is required by law or Principal Market regulations, in which case the Company shall provide the applicable Buyers

18

with prior notice of such disclosure permitted hereunder.

(f) **Certain Transactions and Confidentiality.** Each Buyer, severally and not jointly with the other Buyers, covenants that it will not execute any purchases or sales, including Short Sales, of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to a press release as described in Section 4(e). Each Buyer, severally and not jointly with the other Buyers, covenants that until such time as the transactions contemplated by this Agreement are first publicly disclosed by the Company pursuant to a press release as described in Section 4(e), such Buyer will maintain the confidentiality of the existence and terms of this transaction. Notwithstanding the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Buyer makes any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to a press release as described in Section 4(e), (ii) no Buyer shall be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to a press release as described in Section 4(e) and (iii) no Buyer shall have any duty of confidentiality to the Company or its Subsidiaries after the issuance of a press release disclosing all the material terms of the transactions contemplated by this Agreement as described in Section 4(e). Notwithstanding the foregoing, in the case of a Buyer that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Buyer's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Buyer's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement.

5. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL.

(a) The obligation of the Company hereunder to issue and sell the Shares to each Buyer 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 their sole discretion by providing each Buyer with prior written notice thereof:

(i) Such Buyer shall have executed this Agreement and delivered the same to the Company.

(ii) Such Buyer shall have delivered to the Company the Purchase Price for the Shares being purchased by such Buyer at the Closing in accordance with the settlement mechanics selected by such Buyer.

(iii) Each and every representation and warranty of such Buyer shall be true and correct as of the date when made and as of the Closing Date as though originally

19

made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such date), and such Buyer shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing Date.

6. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

(a) The obligation of each Buyer hereunder to purchase its Shares 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 each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) The Company shall have duly executed this Agreement and delivered the same to such Buyer.

(ii) The Company shall deliver or cause to be delivered to such Buyer the number of Shares as is set forth below such Buyer's name on its signature page to this Agreement in accordance with the settlement mechanics selected by such Buyer.

(iii) Such Buyer shall have received the opinions of the Company's counsels, dated as of the Closing Date, in substantially the forms attached hereto as Exhibit C-1 and Exhibit C-2.

(iv) Each and every representation and warranty of the Company shall be true and correct as of the date when made and as of the Closing Date as though made on and as of such date (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such date), and the Company shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing. Such Buyer shall have received a certificate, executed by the Chief Executive Officer or Chief Financial Officer of the Company, dated as of the Closing Date, to the foregoing effect in the form attached hereto as Exhibit D.

(v) The Common Stock (I) shall be listed on the Principal Market and (II) shall not have been suspended, as of the Closing Date, by the SEC or the Principal Market from trading on the Principal Market nor shall suspension by the SEC or the Principal Market have been threatened, as of the Closing Date, either (A) in writing by the SEC or the Principal Market or (B) by falling below the minimum maintenance requirements of the Principal Market.

(vi) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale and of the Shares, including without limitation, those required by the Principal Market.

(vii) The Company shall have obtained approval of the Principal Market to list the Shares.

20

(viii) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by this Agreement.

(ix) Since the date of execution of this Agreement, no event or series of events shall have occurred that reasonably would have or result in a Material Adverse Effect.

(x) (A) The Registration Statement shall remain effective at all times up to and including the Closing Date and the issuance of the Shares to the Buyers may be made thereunder; (B) neither the Company nor any of the Buyers shall have received notice that the SEC has issued or intends to issue a stop order with respect to the Registration Statement or that the SEC otherwise has suspended or withdrawn the effectiveness of the Registration Statement either, temporarily or permanently, or intends or has threatened to do so; and (C) no other suspension of the use or withdrawal of the effectiveness of the Registration Statement or Prospectus shall exist.

(xi) The Company shall have delivered to such Buyer the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the 1933 Act).

(xii) The Company shall have delivered to such Buyer a certificate of the Secretary of the Company, dated as of the Closing Date, (a) certifying the resolutions adopted by the Board of Directors of the Corporation or a duly authorized committee thereof approving the transactions contemplated by this Agreement and the issuance of the Shares, (b) certifying the current versions of the Articles of Incorporation and Bylaws of the Company and (c) certifying as to the signatures and authority of persons signing this Agreement and related documents on behalf of the Company, in the form attached hereto as Exhibit E.

(xiii) The Company shall simultaneously issue and deliver at such Closing to the Buyers hereunder in the aggregate at least sufficient shares of Common Stock against payment of an aggregate purchase price of at least \$54,054,198.75 million.

(xiv) Bank Regulatory Issues. The purchase of Shares, taken together with the shares of preferred stock purchased as part of the Preferred Stock Transaction, if any, shall not (i) cause such Buyer or any of its affiliates to violate any bank regulation, (ii) require such Buyer or any

of its affiliates to file a prior notice with the Federal Reserve or its delegee under the Change in Bank Control Act or the BHC Act or obtain the prior approval of any bank regulator or (iii) cause such Buyer, together with any other person whose Company securities would be aggregated with such Buyer's Company securities for purposes of any bank regulation or law, to collectively be deemed to own, control or have the power to vote securities which (assuming, for this purpose only, full conversion and/or exercise of such securities by the Buyer) would represent more than 9.9% of the voting securities of the Company outstanding at such time.

7. TERMINATION.

In the event that the Closing shall not have occurred with respect to a Buyer on or before ten (10) days from the date hereof, then such Buyer shall have the right to terminate its obligations under this Agreement with respect to itself at any time on or after the close of business on such date without liability of such Buyer to any other party; provided, however, (i) the right to terminate this Agreement under this Section 7 shall not be available to such Buyer if the failure of the transactions contemplated by this Agreement to have been consummated by such date is the result of such Buyer's breach of this Agreement and (ii) the abandonment of the sale and purchase of the Shares shall be applicable only to such Buyer providing such written notice, provided further, notwithstanding any such termination the Company shall remain obligated to reimburse Greenberg Traurig, LLP for the fees and expenses described in Section 4(d) above. In the event any Buyer terminates its obligations under this Agreement under this Section 7, the Company shall promptly notify each other Buyer in writing of such Buyer's election to terminate. Nothing contained in this Section 7 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents.

8. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

(c) Headings; Gender. The headings of this Agreement are for convenience of reference and

shall not form part of, or affect the interpretation of, this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement. This Agreement and the other Transaction Documents, together with the exhibits and schedules attached hereto and thereto, and, with respect to Section 8(1), the transaction documents relating to the Preferred Stock Transaction, contain the entire understanding of the parties solely with respect to the subject matters contained herein and therein and supersede all prior agreements and understandings, oral or written, with respect to such subject matter, which the parties acknowledge have been merged into such documents, exhibits and schedules, provided that the foregoing shall not have any effect on any agreements that a Buyer has entered into with the Company or any of its Subsidiaries prior to the date hereof with respect to any prior investment made by such Buyer in the Company. The Company confirms that, except as set forth in this Agreement, no Buyer has made any commitment or promise or has any other obligation to provide any financing to the Company, and Subsidiary or otherwise.

(f) Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and all of the Buyers or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the

future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. No consideration shall be offered or paid to any Buyer to amend or consent to a waiver or modification of any provision of any of this Agreement unless the same consideration is also offered to all of the Buyers.

(g) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed

23

to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

First Busey Corporation
100 W. University Avenue
Champaign, Illinois 61820
Telephone: (217) 365-4516
Facsimile: (217) 365-4592
Attention: Van Dukeman, President and CEO

With copies (for informational purposes only) to:

Barack, Ferrazzano, Kirschbaum & Nagelberg LLP
200 W. Madison Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 984-3100
Facsimile: (312) 984-3150
Attention: Robert M. Fleetwood, Esq.

If to a Buyer, to its address and facsimile number set forth on the signature pages hereto, with copies to such Buyer's representatives as set forth on the signature pages hereto,

or to such other address and/or facsimile number and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

24

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Buyer, including, without limitation, by way of a merger, consolidation or similar transaction.

(i) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, other than the Indemnitees referred to in Section 8(l).

(j) Survival. The representations, warranties, agreements and covenants shall survive the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(k) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(l) Indemnification.

(i) In consideration of each Buyer's execution and delivery of this Agreement and acquiring the Shares hereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless each Buyer and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in any of the Transaction Documents or in any of the transaction documents relating to the Preferred Stock Transaction, (b) any breach of any covenant, agreement or obligation of the Company contained in any of the Transaction Documents or in any of the transaction documents relating to the Preferred Stock Transaction or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of any of the Transaction Documents or in any of the transaction documents relating to the Preferred Stock Transaction, (ii) any

such Buyer as an investor in the Company pursuant to the transactions contemplated hereby or pursuant to the Preferred Stock Transaction. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(ii) Promptly after receipt by an Indemnitee under this Section 8(l) of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving an Indemnified Liability, such Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Section 8(l), deliver to the Company a written notice of the commencement thereof, and the Company shall have the right to participate in, and, to the extent the Company so desires, to assume control of the defense thereof with counsel mutually satisfactory to the Company and the Indemnitee; provided, however, that an Indemnitee shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the Company if: (i) the Company has agreed in writing to pay such fees and expenses; (ii) the Company shall have failed promptly to assume the defense of such Indemnified Liability and to employ counsel reasonably satisfactory to such Indemnitee in any such Indemnified Liability; or (iii) the named parties to any such Indemnified Liability (including any impleaded parties) include both such Indemnitee and the Company, and such Indemnitee shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnitee and the Company (in which case, if such Indemnitee notifies the Company in writing that it elects to employ separate counsel at the expense of the Company, then the Company shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Company), provided further, that in the case of clause (iii) above the Company shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for such Indemnitee. The Indemnitee shall reasonably cooperate with the Company in connection with any negotiation or defense of any such action or Indemnified Liability by the Company and shall furnish to the Company all information reasonably available to the Indemnitee which relates to such action or Indemnified Liability. The Company shall keep the Indemnitee reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. The Company shall not be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the Company shall not unreasonably withhold, delay or condition its consent. The Company shall not, without the prior written consent of the Indemnitee, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect to such Indemnified Liability or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnitee. Following indemnification as provided for hereunder, the Company shall be subrogated to all rights of the Indemnitee with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the Company within a reasonable time of the commencement of any such action shall not relieve the Company of any liability to the Indemnitee under this Section 8(l), except to the extent that the Company is materially and adversely prejudiced in its ability to defend such action (as determined by a court of competent

jurisdiction, which determination is not subject to appeal or further review).

(iii) The indemnification required by this Section 8(l) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Liabilities are incurred.

(iv) The indemnity agreement contained herein shall be in addition to (A) any cause of action or similar right of the Indemnitee against the Company or others, and (B) any liabilities the Company may be subject to pursuant to the law.

(m) **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. For clarification purposes, the Recitals are part of this Agreement and are hereby incorporated by reference.

(n) **Remedies.** Each Buyer shall have all rights and remedies set forth herein and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to the Buyers. The Company therefore agrees that the Buyers shall be entitled to seek specific performance and/or temporary, preliminary and permanent injunctive or other equitable relief from any court of competent jurisdiction in any such case without the necessity of proving actual damages and without posting a bond or other security.

(o) **Withdrawal Right.** Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Documents, whenever any Buyer exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Buyer may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

(p) **Payment Set Aside.** To the extent that the Company makes a payment or payments to any Buyer hereunder or pursuant to any of the other Transaction Documents or any of the Buyers enforce or exercise their rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

(q) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer hereunder are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance of the obligations of any other Buyer under this Agreement. Nothing contained herein, and no action taken by any Buyer pursuant hereto, shall be deemed to constitute the Buyers as, and the Company acknowledges that the Buyers do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Buyers are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any matters, and the Company acknowledges that the Buyers are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Agreement. The decision of each Buyer to purchase Shares pursuant to this Agreement has been made by such Buyer independently of any other Buyer. Each Buyer acknowledges that no other Buyer has acted as agent for such Buyer in connection with such Buyer making its investment hereunder and that no other Buyer will be acting as agent of such Buyer in connection with monitoring such Buyer's investment in the Shares or enforcing its rights under this Agreement. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceeding for such purpose. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and a Buyer, solely, and not between the Company and the Buyers collectively and not between and among the Buyers.

[signature pages follow]

IN WITNESS WHEREOF, each Buyer and the Company have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

COMPANY:

FIRST BUSEY CORPORATION

By: _____
Name: _____
Title: _____

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOR BUYERS FOLLOW]**

Company Signature Page

BUYER: _____
By: _____
Name: _____
Title: _____

Aggregate Purchase Price: \$

Number of Shares to be Acquired:

Name in which Shares are to be registered:

Tax ID No.:

Manner of Settlement of the Shares (check one):

- DWAC (see Exhibit A for instructions)
- DVP (see Exhibit B for instructions)

Jurisdiction Where
Investment Decision Made:

Address for Notice:

Telephone No.:
Facsimile No.:
E-mail Address:
Attention:

Buyer Signature Page

Exhibit A

**TO BE COMPLETED BY BUYER
SETTLING VIA DWAC**

Delivery by electronic book-entry at The Depository Trust Corporation (“DTC”), registered in the Buyer’s name and address as set forth on the signature page of the Agreement to which this Exhibit A is attached, and released by the Company, in its role as transfer agent (the “Transfer Agent”), to the Buyer at the Closing.

Name of DTC Participant (broker-dealer at which the account or accounts to be credited with the Shares are maintained)

DTC Participant Number

Name of Account at DTC Participant being credited with the Shares

Account Number at DTC Participant being credited with the Shares

NO LATER THAN ONE (1) BUSINESS DAY PRIOR TO THE CLOSING DATE, THE BUYER SHALL:

- (I) DIRECT THE BROKER-DEALER AT WHICH THE ACCOUNT OR ACCOUNTS TO BE CREDITED WITH THE SHARES ARE MAINTAINED TO SET UP A DEPOSIT/WITHDRAWAL AT CUSTODIAN (“DWAC”) ON THE CLOSING DATE INSTRUCTING THE TRANSFER AGENT TO CREDIT SUCH ACCOUNT OR ACCOUNTS WITH THE SHARES, AND**
- (II) REMIT BY WIRE TRANSFER THE AMOUNT OF FUNDS EQUAL TO THE AGGREGATE PURCHASE PRICE FOR THE SHARES BEING PURCHASED BY THE BUYER TO THE FOLLOWING ACCOUNT:**

[Insert Bank]

ABA#: []

Account No.: []

Account Name: []

Exhibit B

**TO BE COMPLETED BY BUYER
SETTLING VIA DVP**

Delivery versus payment (“DVP”) through the Depository Trust Corporation (“DTC”) (i.e., the Company shall deliver Shares registered in the Buyer’s name and address as set forth on the signature page of the Agreement to which this Exhibit B is attached and released by the Company, in its role as transfer agent (the “Transfer Agent”), to the Buyer at the Closing directly to the account(s) identified by the Buyer and simultaneously therewith payment shall be made from such account(s) to the Company through DTC).

Name of DTC Participant (broker-dealer at which the account or accounts to be credited with the Shares are maintained)

DTC Participant Number

Name of Account at DTC Participant being credited with the Shares

Account Number at DTC Participant being credited with the Shares

NO LATER THAN ONE (1) BUSINESS DAY PRIOR TO THE CLOSING DATE, THE BUYER SHALL:

- (I) NOTIFY THE COMPANY OF THE ACCOUNT OR ACCOUNTS TO BE CREDITED WITH THE SHARES BEING PURCHASED BY SUCH BUYER, AND**
- (II) CONFIRM THAT THE ACCOUNT OR ACCOUNTS TO BE CREDITED WITH THE SHARES BEING PURCHASED BY THE BUYER HAVE A MINIMUM BALANCE EQUAL TO THE AGGREGATE PURCHASE PRICE FOR THE SHARES BEING PURCHASED BY THE BUYER.**

Exhibit C-1

Form of Legal Opinion of Nevada Counsel

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of Nevada.
 2. The Company has all requisite corporate power and authority under its amended and restated certificate of incorporation and bylaws to own, lease and use its properties and conduct its business as described in the Prospectus.
 3. The Company has the requisite corporate power and authority under its amended and restated certificate of incorporation and bylaws to execute, deliver and perform its obligations under the Transaction Documents and to issue the Securities in accordance with the terms thereof. The execution and delivery of the Transaction Documents by the Company, and the consummation by the Company of the transactions contemplated thereby (including, without limitation, the issuance of the Securities) have been duly authorized by all necessary action and no further consent or authorization of the Company, its board of directors, stockholders or any federal or state governmental body, regulatory agency, or self-regulatory agency is required, other than the Stockholder Approval in connection with the issuance of the Conversion Shares. The Transaction Documents have been duly executed and delivered by the Company and constitute the legal, valid and binding obligations of the Company.
 4. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated thereby (including, without limitation, the issuance of the Securities) does not and will not result in a violation of (i) the Company's amended and restated certificate of incorporation or bylaws, or (ii) any Nevada law, rule or regulation applicable to the Company.
 5. When issued, the Securities will be duly authorized and validly issued, fully paid and nonassessable, and free of any and all liens and charges and preemptive or similar rights contained in the Company's articles of incorporation, its bylaws, or Chapter 78 of the Nevada Revised Statutes.
 6. No approval, consent, order or authorization of, filing with, notice to or registration with, any governmental authority on the part of the Company is required under Nevada law (i) for the Company to enter into and perform its obligations under the Transaction Documents, (ii) for the issuance and sale of the Securities as contemplated by the Transaction Documents or (iii) for the exercise of any rights and remedies under any Transaction Document.
-

Exhibit C-2

Form of Legal Opinion of Special Corporate Counsel

1. The Company is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended.
 2. To our knowledge, no further consent or authorization of a third party is required for the Company to consummate the transactions contemplated by the Transaction Documents. The Transaction Documents constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.
 3. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated thereby (including, without limitation, the issuance of the Securities) does not and will not result in a violation of (i) any agreement, note, lease, mortgage, deed or other instrument to which the Company is a party or by which the Company is bound or affected that has been filed as an exhibit to any SEC Documents; (ii) any federal law, rule or regulation applicable to the Company; or (iii) the rules and regulations of the Principal Market, except that, with respect to clause (iii), the Stockholder Approval is required in connection with the issuance of the Conversion Shares.
 4. When issued, the Securities will be free of any and all liens and charges and preemptive or similar rights contained in any agreement, note, lease, mortgage, deed or other instrument to which the Company is a party or by which the Company is bound that has been filed as an exhibit to the any SEC Document. To our knowledge, there are no securities or instruments of the Company containing anti-dilution or similar provisions that will be triggered by the issuance of any of the Securities.
 5. The Registration Statement, which registers the issuance and sale of the Securities was declared effective under the Securities Act, and to our knowledge, no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued, no proceedings for that purpose have been instituted or pending under the Securities Act and the Prospectus contained therein is available for use.
 6. No approval, consent, order or authorization of, filing with, notice to or registration with, any governmental authority on the part of the Company is required under federal law or pursuant to the rules of the Principal Market (i) for the Company to enter into and perform its obligations under the Transaction Documents, (ii) for the issuance and sale of the Securities as contemplated by the Transaction Documents or (iii) for the exercise of any rights and remedies under any Transaction Document, except that, with respect to rules of the Principal Market, the Stockholder Approval is required in connection with the issuance of the Conversion Shares.
 7. Except as disclosed in the SEC Documents, to our knowledge, no action, suit, proceeding, inquiry or investigation before or by any court, public board or body or any governmental agency or self-regulatory organization is pending or threatened against the Company or any of its properties or assets.
 8. The Company is not an "investment company" or any entity controlled by an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.
-

Form of Officer's Certificate

The undersigned, the Chief [] Officer of First Busey Corporation, a Nevada corporation (the "Company"), pursuant to Section 6(a)(iv) of the Securities Purchase Agreement, dated as of December 28, 2010, by and among the Company and the investors signatory thereto (the "Purchase Agreement"), hereby represents, warrants and certifies as follows (capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement):

1. The representations and warranties of the Company contained in the Purchase Agreement are true and correct as of the date when made and as of the Closing Date, as though made on and as of such date, except for such representations and warranties that speak as of a specific date, which shall be true and correct as of such date.
2. The Company has performed, satisfied and complied with all covenants, agreements and conditions required by the Purchase Agreement to be performed, satisfied or complied with by it at or prior to the Closing.

IN WITNESS WHEREOF, the undersigned has executed this certificate this day of December, 2010.

[]
Chief [] Officer

Exhibit E

Form of Secretary's Certificate

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of First Busey Corporation, a Nevada corporation (the "Company"), and that as such he is authorized to execute and deliver this certificate in the name and on behalf of the Company and in connection with the Securities Purchase Agreement, dated as of December 28, 2010, by and among the Company and the investors party thereto (the "Purchase Agreement"), and further certifies in his official capacity, in the name and on behalf of the Company, the items set forth below. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Subscription Agreement.

1. Attached hereto as Exhibit A is a true, correct and complete copy of the resolutions duly adopted by the Board of Directors of the Company at a meeting held on , 2010, which represent all of the resolutions approving the transactions contemplated by the Purchase Agreement and the issuance of the Shares. Such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Articles of Incorporation of the Company, together with any and all amendments thereto currently in effect, and no action has been taken to further amend, modify or repeal such Articles of Incorporation, the same being in full force and effect in the attached form as of the date hereof.
3. Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws of the Company and any and all amendments thereto currently in effect, and no action has been taken to further amend, modify or repeal such Bylaws, the same being in full force and effect in the attached form as of the date hereof.
4. Each person listed below has been duly elected or appointed to the position(s) indicated opposite his name and is duly authorized to sign the Purchase Agreement on behalf of the Company, and the signature appearing opposite such person's name below is such person's genuine signature.

Name	Position	Signature

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this day of December, 2010.

[]
Secretary

I, [], Chief [] Officer of the Company, hereby certify that [] is the duly elected, qualified and acting Secretary of the Company and that the signature set forth above is his true signature.

[]
Chief [] Officer

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") dated as of December 28, 2010, is by and among **FIRST BUSEY CORPORATION**, a Nevada corporation (the "Company"), and the undersigned (the "Purchaser").

RECITALS

A. The Company's board of directors (the "Board") has determined 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 an offering of shares of a new series of convertible preferred stock of the Company (the "Preferred Shares") pursuant to the Company's registration statement on Form S-3 (the "Registration Statement") filed with the U.S. Securities and Exchange Commission (the "SEC") on May 28, 2010 and declared effective June 11, 2010, and an accompanying prospectus supplement (the "Prospectus Supplement") complying with Rule 424 of the Securities Act of 1933, as amended (the "Securities Act").

B. In addition to the offering of Preferred Shares, the Board has also determined that it would be in the best interests of the Company and its stockholders for the Company to raise an additional amount of capital in an offering of shares of the Company's common stock, par value \$0.001 per share (the "Common Stock") pursuant to the Registration Statement and the Prospectus Supplement.

C. Subject only to the conditions set forth in **Sections 5.1 and 5.3** hereof, the Purchaser and other individuals executing agreements with the Company identical to this Agreement in all material respects will purchase, in the aggregate, 318,622.5 shares of Preferred Shares, which will be (upon the stockholder approvals described in **Section 3.1(g)** below) convertible automatically into shares of Common Stock, at a price of \$4.25 per share and will have substantially the other terms set forth in the form of Certificate of Designation for the Preferred Shares attached hereto as **Exhibit A** (the "Series B Certificate of Designation"), and the Company desires to issue and sell such shares to the Purchaser and such other individuals. The Purchaser desires to purchase that number of Preferred Shares set forth beneath the Purchaser's name on the signature page to this Agreement.

In consideration of the foregoing premises, which are incorporated herein by this reference, and the following mutual promises, covenants and agreements, the Company and the 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 I** (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 the terms and conditions set forth in this Agreement, the Company will issue and sell to the Purchaser, and the Purchaser will purchase from the Company on the Closing Date the number of Preferred Shares as is set forth beneath the Purchaser's name on the signature page of this Agreement.

2.2 Purchase Price. The aggregate purchase price for the Preferred Shares to be purchased by the Purchaser (the "Purchase Price") shall be the amount set forth below the Purchaser's name on the signature page to this Agreement. The Purchaser shall pay \$100,000.00 for each Preferred Share to be purchased by the Purchaser at the Closing.

2.3 Closing. The closing of the purchase and sale of the Preferred Shares (the "Closing") by the Purchaser 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 the Business Day when all the Transaction Documents have been executed and delivered by the applicable parties thereto, and all of the conditions to the Closing set forth in **Article 5** below (other than any such condition required to be satisfied at the Closing) have been satisfied or waived, or such other date and time as is mutually agreed to by the Company and the Purchaser not more than ten Business Days after such satisfaction (or waiver) of the conditions to the Closing. At the Closing, the Company and the Purchaser 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 Closing Date, upon its receipt of the Preferred Shares, the Purchaser shall deliver to the Company the Purchase Price by wire transfer of immediately available funds to an account designated by the Company pursuant to the Company's written wire instructions. At the Closing, the Company shall deliver to the Purchaser the Preferred Shares, each duly executed on behalf of the Company and registered in the name of the Purchaser or its designees.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser 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 Bank Holding Company Act of 1956, as amended (the “BHC Act”), and meets in all material respects the applicable requirements for qualification as such. Busey Bank, an Illinois state-chartered bank and wholly-owned subsidiary of the Company (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 (including, without limitation, federal and state securities laws and regulations and the rules and regulations of Nasdaq (as defined below)) 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) *Company Capitalization.* The authorized capital stock of the Company consists of: (i) 200,000,000 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, there are: (i) (A) 66,380,892 shares of Common Stock issued and outstanding; (B) 1,435,968 shares of Common Stock reserved for issuance pursuant to the Company’s employee benefit plans; and (C) 573,833 shares of Common Stock reserved for issuance upon exercise of the warrant issued to the U.S. Treasury pursuant 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. It is contemplated that the Company will issue an additional 12,718,635 shares of Common Stock on the date following this Agreement.

(f) *Issuance of Securities.* Upon issuance to the Purchaser, 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 B Certificate of Designation. If the Stockholder Approval referred to in **Section 3.1(g)(ii)** is obtained, upon issuance in accordance with the Series B Certificate of Designation, 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. The Securities are being issued pursuant to the Registration Statement, as supplemented by the Prospectus Supplement, and the issuance of the Securities has been registered by the Company under the Securities Act and will be issued in compliance with all applicable federal and state securities laws. Upon issuance in accordance with the terms of this Agreement, the Securities will be freely tradable (subject to limitations imposed on certain Affiliates, as such term is defined in Rule 144 of the Securities Act) and, if the Stockholder Approval referred to in **Section 3.1(g)(ii)** is obtained, upon issuance in accordance with the Series B Certificate of Designation, the Conversion Shares will also be freely tradable (subject to limitations imposed on certain Affiliates, as such term is defined in Rule 144 of the Securities Act) and listed on the Nasdaq Global Select Market (“Nasdaq”). The Registration Statement was declared effective under the Securities Act on June 11, 2010, and no stop order or other preventing, suspending or withdrawing the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the SEC and no proceedings for that purpose have, to the actual knowledge of the Company, been instituted or are threatened by the SEC. The Company shall file the Prospectus Supplement with the SEC pursuant to Rule 424(b). At the time the Registration Statement and any amendments thereto became effective, at the date of this Agreement and at the Closing Date, the Registration Statement and any amendments thereto conformed or will conform in all material respects to the requirements of the Securities Act and did not and will not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and the Prospectus and any amendments or supplements thereto, at the time the Prospectus or any amendment or supplement thereto was issued and at the Closing Date, conformed or

will conform in all material respects to the requirements of the Securities Act and did not and will not contain an untrue statement of a material fact or fail to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The “Plan of Distribution” section under the Registration Statement permits the issuance of the Securities hereunder and under the other Transaction Documents. The Company meets all of the requirements for the use of Form S-3 under the Securities Act for the offering and sale of the Securities, and the SEC has not notified the Company of any objection to the use of the form of the Registration Statement pursuant to Rule 401(g)(1) under the Securities Act.

(g) *Approvals.*

(i) The Board has: (A) determined that the transactions contemplated hereby and the Series B Certificate of Designation 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; and (C) approved and resolved to recommend that the Company’s stockholders vote in favor of the Proposal (as defined below).

(ii) The only vote of the Company’s stockholders required to approve and adopt the conversion of the Preferred Shares into shares of Common Stock is the affirmative vote of a majority of the total votes cast 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 (the “Proposal,” and the receipt of sufficient votes required to approve such Proposal, the “Stockholder Approval”).

(iii) The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents (including, without limitation, the issuance of the Preferred Shares), other than: (A) the filing with the SEC of the Prospectus Supplement; (B) filings required by applicable state securities laws; (C) the filing of any requisite notices and/or application(s) to Nasdaq for the issuance and sale of the Preferred Shares and the listing of the Conversion Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby; (D) the filings required in accordance with **Section 4.8** of this Agreement; and (E) those that have been made or obtained prior to the date of this Agreement.

(h) *SEC Reports.* The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including pursuant to Section 13(a) or 15(d) thereof, for the twelve months preceding the date hereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, collectively, the “SEC Reports”) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective filing dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or failed to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) *Financial Statements.* The financial statements of the Company included in the SEC Reports filed prior to the date hereof comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of

filing. Such financial statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the balance sheet of the Company and its consolidated subsidiaries taken as a whole as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments, which would not be material, either individually or in the aggregate.

(j) *Material Changes.* Since the date of the latest audited financial statements included within the SEC Reports filed prior to the date hereof, except as disclosed in subsequent SEC Reports filed prior to the date hereof: (i) there have been no events, occurrences or developments that have had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables, accrued expenses and other liabilities incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or required to be disclosed in filings made with the Commission; (iii) the Company has not altered materially its method of accounting or the manner in which it keeps its accounting books and records; (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock (other than in connection with repurchases of unvested stock issued to employees of the Company); (v) the Company has not issued any equity securities to any officer, director or affiliate, except Common Stock issued pursuant to existing Company stock option or stock purchase plans or executive and director arrangements disclosed in the SEC Reports filed prior to the date hereof; and (vi) there has not been any material change or amendment to, or any waiver of any material right by the Company under, any material contract under which the Company or any of its subsidiaries is bound or subject. Except for the transactions contemplated by this Agreement, no event, liability or development has occurred or exists with respect to the Company or its subsidiaries or their respective business, properties, operations or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made that has not been publicly disclosed at least one Business Day prior to the date that this representation is made.

(k) *No Integrated Offering.* None of the Company, its subsidiaries nor, to the Company’s knowledge, any of its affiliates or any Person acting on its behalf has, directly or indirectly, at any time within the past six months, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would cause the offering of the Preferred Shares pursuant to the Transaction Documents to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions, including, without limitation, under the rules and regulations of Nasdaq.

(l) *Listing and Maintenance Requirements.* The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and the Company has taken no action designed to terminate the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the SEC is contemplating terminating such registration. The Company has not, in the twelve months preceding the date hereof, received written notice from Nasdaq to the effect that the Company is not in compliance with the listing or maintenance requirements thereof. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance in all material respects with the listing and maintenance requirements for continued trading of the Common Stock on Nasdaq.

(m) *Disclosure.* The Company confirms that neither it nor any of its officers or directors nor any other Person acting on its or their behalf has provided the Purchaser, or the Purchaser’s

agents or counsel, with any information that it believes constitutes or could reasonably be expected to constitute material, nonpublic information except insofar as the Purchaser is a director or executive officer of the Company and the information would otherwise be disclosed to the Purchaser in his or her capacity as a director or executive officer of the Company, or except insofar as the existence, provisions and terms of the Transaction Documents and the proposed transactions hereunder may constitute such information, all of which will be disclosed by the Company in the Press Release(s) as contemplated by **Section 4.8** hereof. The Company understands and confirms that the Purchaser will rely on the foregoing representations in effecting transactions in securities of the Company. No event or circumstance has occurred or information exists with respect to the Company or any of its subsidiaries or its or their business, properties, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed, except for the announcement of this Agreement and related transactions and as may be disclosed on the Form 8-K filed pursuant to **Section 4.8**.

(n) *Acknowledgment Regarding Purchaser’s Purchase of Shares.* The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm’s length Purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby. The Company further acknowledges that the Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by the Purchaser or any of its respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchaser’s purchase of the Preferred Shares.

(o) *No Additional Agreements.* The Company does not have any agreement or understanding with the Purchaser or any other individual purchasing Preferred Shares with respect to the transactions contemplated by the Transaction Documents other than as specified in the Transaction

(p) *Reports, Registrations and Statements.* Since December 31, 2009, the Company and each of its subsidiaries have filed all material reports, registrations and statements, together with any required amendments thereto, that it was required to file with any Bank Regulatory Authority (the “*Company Reports*”), except where the failure to file any such report, registration or statement would not have or reasonably be expected to have a Material Adverse Effect. As of their respective dates, the Company Reports complied as to form in all material respects with all the rules and regulations promulgated by the respective Bank Regulatory Authorities.

(q) *Adequate Capitalization.* As of September 30, 2010, the Company’s subsidiary insured depository institution met or exceeded the standards necessary to be considered “well capitalized” under the FDIC’s regulatory framework for prompt corrective action.

(r) *Manipulation of Price.* Neither the Company nor any of its subsidiaries has, and, to the knowledge of the Company, no Person acting on their behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company or any of its subsidiaries to facilitate the sale or resale of any of the Preferred Shares, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Preferred Shares, or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company or any of its subsidiaries.

3.2 Purchaser’s Representations and Warranties. The Purchaser hereby represents and warrants to the Company as follows:

(a) *Purchaser Information.* All information regarding the Purchaser found on the signature page hereto is complete and accurate.

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

(i) If the Purchaser is a legal entity, the 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 to consummate the transactions contemplated by the Transaction Documents to which it is a party, and otherwise to carry out its obligations hereunder and thereunder.

(ii) If the Purchaser is a natural Person, the Purchaser has the legal capacity and the right to execute, deliver, enter into and, 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.* The 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 the 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 the Purchaser. Assuming the accuracy of the representations and warranties of the Company contained herein, no prior Bank Regulatory Approval or other approval that has not been received or is not in full force and effect is needed for the Purchaser to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

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

(e) *Access to Information.* The Purchaser (or a duly authorized representative thereof) has been furnished with copies of the Prospectus and Prospectus Supplement and has reviewed and considered carefully all information it deems relevant in making an informed decision to purchase the Preferred Shares. None of such review conducted by or on behalf of the Purchaser shall modify, amend or affect the Purchaser’s right to rely on the truth, accuracy and completeness of the Company’s representations and warranties contained in the Transaction Documents. The 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. The Purchaser understands that its investment in the Securities involves a degree of risk, and agrees that it can afford a complete loss of its investment.

(g) *No Governmental Review.* The 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.**

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

(i) *Certain Trading Activities.* The Purchaser has not directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with the Purchaser, engaged in any transactions in the securities of the Company (including, without limitation, any Short Sales (as defined below) involving the Company’s securities) during the period commencing as of the time that the Purchaser was first contacted by the Company regarding the specific investment in the Company contemplated by this Agreement and ending immediately prior to the execution of this Agreement by the Purchaser. “*Short Sales*” mean all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock). Notwithstanding the foregoing, if the Purchaser is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Buyer’s assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Purchaser’s assets, the representation set forth above shall only apply

with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Preferred Shares covered by this Agreement.

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, but in no event later than March 15, 2011 (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 Proposal voted upon at subsequent special or annual meetings of stockholders of the Company to be held every three (3) months thereafter 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 Proposal 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 the Proposal 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 required to be filed by such party in connection with the transactions contemplated by the Transaction Documents to obtain as promptly as practicable any and all Bank Regulatory Approvals required to be obtained by such party, and shall use reasonable best efforts to take, or cause to be taken, all commercially reasonable actions necessary or advisable to obtain such Bank Regulatory Approvals in a timely manner.

4.7 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.

4.8 Securities Laws Disclosure: Publicity. The Company shall, on or before 8:30 a.m., New York time, on the first (1st) Business Day after the date of this Agreement, issue a press release (the "Press Release") disclosing all the material terms of the transactions contemplated hereby and any other material, nonpublic information that the Company may have provided the Purchaser at any time prior to the filing of the Press Release. On or before 8:30 a.m., New York time, on the first (1st) Business Day following the date of this Agreement, the Company shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated hereby and attaching this Agreement as an exhibit (including all attachments, the "8-K Filing"). From and after the issuance of the Press Release, the Company shall have disclosed all material, nonpublic information delivered to the Purchaser by the Company or any of its subsidiaries, or any of their respective officers, directors, employees or agents (if any) in connection with the transactions contemplated by the Transaction Documents, other than any such information the Purchaser obtains in his or her capacity as a director or executive officer of the Company, if applicable. Without the prior written consent of the Purchaser, the Company shall not (and shall cause each of its subsidiaries and affiliates to not) disclose the name of the Purchaser or its investment adviser in any filing, announcement, release or otherwise, except (a) as required by federal securities law in connection with the filing of final Transaction Documents (including signature pages thereto) with the SEC and (b) to the extent such disclosure is required by law or Nasdaq regulations, in which case the Company shall provide the Purchaser with prior notice of such disclosure permitted hereunder.

4.9 Nonpublic Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, and except with the express written consent of the Purchaser and unless prior thereto the Purchaser shall have executed a written agreement regarding the confidentiality and use of such information, the Company shall not, and shall cause its respective

officers, directors, employees and agents not to, and the Purchaser shall not directly solicit the Company, any of its officers, directors, employees and agents to, provide the Purchaser with any material, nonpublic information regarding the Company from and after the filing of the Press Release(s); *provided, however*, that this **Section 4.9** shall not prevent the Purchaser from soliciting or being provided with any material, nonpublic information which would otherwise be disclosed to the Purchaser in his or her capacity as a director or executive officer of the Company, if applicable.

4.10 Securities Law Compliance. The Prospectus Supplement, containing all information required by the SEC's rules and regulations, shall be filed in accordance with Rule 424 under the Securities Act. The Company shall take all other necessary action and proceedings as may be required and permitted by applicable law, rule and regulation, for the legal and valid issuance of the Securities (and the issuance of the Securities pursuant to the Registration Statement) to the Purchaser or subsequent holders. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Purchaser at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification). The Company shall make all filings and reports relating to the offer and sale of the Securities required under applicable securities or "Blue Sky" laws of the states of the United States following the Closing Date.

4.11 Listing of Common Stock. If the Stockholder Approval referred to in **Section 3.1(g)(ii)** is obtained, the Company shall promptly secure the listing of all of the Conversion Shares for quotation on Nasdaq and each other trading market, if any, upon which the shares of Common Stock are then listed, and maintain the listing of the Conversion Shares on Nasdaq and such other trading market, as applicable. The Company shall maintain the Common Stock's authorization for quotation on Nasdaq and shall not take any action which could be reasonably expected to result in the delisting or suspension of the Common Stock on Nasdaq. The Company shall pay all fees and expenses in connection with satisfying its obligations under this **Section 4.12**.

4.12 Reporting Status. Until the date on which the Purchaser shall have sold all of the Securities, the Company shall timely file all reports required to be filed with the SEC pursuant to the Exchange Act, and the Company shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would no longer require or otherwise permit such termination.

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 the 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.

5.2 Conditions to Obligations of the Company. The obligation of the Company hereunder to issue and sell the Preferred Shares to the 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 the Purchaser with prior written notice thereof:

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

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

(c) The 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 the Purchaser at or prior to the Closing Date.

(d) The representations and warranties of the 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 the Purchaser. The obligation of the 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 these conditions are for the Purchaser's sole benefit and may be waived by the Purchaser (with respect to itself only):

(a) 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 beneath the Purchaser's name on the signature page to this Agreement) being purchased by the Purchaser at the Closing pursuant to this Agreement.

(b) 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.

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

(d) (i) The Registration Statement shall remain effective at all times up to and including the Closing Date and the issuance of the Preferred Shares to the Purchaser may be made thereunder; (ii) neither the Company nor the Purchaser shall have received notice that the SEC has issued or intends to issue a stop order with respect to the Registration Statement or that the SEC otherwise has suspended or withdrawn the effectiveness of the Registration Statement, either temporarily or

permanently, or intends or has threatened to do so; and (iii) no other suspension of the use or withdrawal of the effectiveness of the Registration Statement or Prospectus shall exist.

(e) The Company shall have delivered to the Purchaser the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act).

(f) 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.

(g) The Common Stock (I) shall be listed on Nasdaq and (II) shall not have been suspended, as of the Closing Date, by the SEC or Nasdaq from trading on Nasdaq nor shall suspension by the SEC or Nasdaq have been threatened, as of the Closing Date, either (A) in writing by the SEC or Nasdaq or (B) by falling below the minimum maintenance requirements of Nasdaq.

(i) Since the date of execution of this Agreement, no event or series of events shall have occurred that reasonably would have or result in a Material Adverse Effect.

(j) The Company shall simultaneously issue and deliver at such Closing to the Purchaser hereunder and other purchasers of Preferred Shares in the aggregate at least sufficient number of Preferred Shares against payment of an aggregate purchase price of at least \$31,862,250.

(k) The purchase of Preferred Shares shall not (i) cause the Purchaser or any of its affiliates to violate any bank regulation, or (ii) require the Purchaser or any of its affiliates to file a prior notice with the Federal Reserve or its delegee under the Change in Bank Control Act or the BHC Act or obtain the prior approval of any bank regulator.

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 Purchaser.

6.2 Termination for Failure to Obtain Bank Regulatory Approvals. With respect to the 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 the Purchaser or if such Bank Regulatory Authority requests that the Company or the Purchaser, as applicable, withdraw any application or notice necessary to obtain a Bank Regulatory Approval.

6.3 Termination Because Conditions to Performance Not Met. This Agreement may be terminated:

(a) by the Company, with respect to the Purchaser, upon written notice in the event of a material breach of any covenant or agreement to be performed or complied with by the Purchaser 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 the Purchaser 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 the Purchaser in writing).

6.4 Termination for Failure to Close by Certain Date. In the event that the Closing shall not have occurred on or before ten (10) days from the date hereof, then the Purchaser shall have the right to terminate its obligations under this Agreement at any time on or after the close of business on such date without liability of the Purchaser to any other party; provided, however, the right to terminate this Agreement under this Section 6.4 shall not be available to the Purchaser if the failure of the transactions contemplated by this Agreement to have been consummated by such date is the result of the Purchaser's breach of this Agreement.

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 Survival. The respective representations, warranties, covenants and agreements of the Company and the Purchaser 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.

7.2 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 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.

7.3 **Nontransferable; 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.

7.4 **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.

7.5 **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
100 W. University Avenue
Champaign, Illinois 61820
Telephone: (217) 365-4516
Facsimile: (217) 365-4592
Attention: Van Dukeman, President and CEO

With a copy to:

Barack, Ferrazzano, Kirschbaum & Nagelberg LLP
200 W. Madison Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 984-3100
Facsimile: (312) 984-3150
Attention: Robert M. Fleetwood, Esq.

If to the Purchaser, to the address set forth on the signature page hereto.

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

7.6 **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.

7.7 **Modification.** This Agreement may not be amended except by a written agreement signed by the Company and the Purchaser.

7.8 **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.

7.9 **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.

7.10 **Enforcement of Agreement.** The parties acknowledge and agree that a nonbreaching 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.

7.11 **Brokers and Finders.** No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or the Purchaser for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Purchaser.

7.12 **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]

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

COMPANY:

PURCHASER:

By: _____
 Name: Van A. Dukeman
 Title: President and Chief Executive Officer

[]

ADDRESS:

NUMBER OF PREFERRED SHARES:

AGGREGATE PURCHASE PRICE:

Annex I**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.
- (b) “Bank Regulatory Authorities” means the Board of Governors of the Federal Reserve System, the FDIC or the DFPR, as applicable.
- (c) “Business Day” means any day other than a Saturday, Sunday or a day on which banks in the State of Illinois are required to be closed in accordance with applicable law or regulation.
- (d) “Conversion Shares” means the shares of Common Stock issuable upon conversion of the Preferred Shares.
- (e) “DFPR” means the Illinois Department of Financial and Professional Regulation.
- (f) “EDIC” means the Federal Deposit Insurance Corporation.
- (g) “Material Adverse Effect” means any of: (i) a material and adverse effect on the legality, validity or enforceability of any Transaction Document; (ii) a material and adverse effect on the results of operations, assets, properties, business, condition (financial or otherwise) or prospects of the Company and its subsidiaries, taken as a whole; or (iii) any adverse impairment to the Company’s ability to perform in any material respect on a timely basis its obligations under any Transaction Document.
- (h) “Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).
- (i) “Prospectus” means the base prospectus filed with the Registration Statement.
- (j) “Securities” means, collectively, the Preferred Shares and the Conversion Shares.
- (k) “Transaction Documents” means this Agreement, the Series B Certificate of Designation and each of the other agreements entered into by the Company in connection with the transactions contemplated by this Agreement.
- (l) “Transactions” means the sale and issuance of the Preferred Shares to the Purchaser, the issuance of the Conversion Shares, the execution and delivery of the Transaction Documents and the consummation by the Company of all of the transactions contemplated by this Agreement.
- (m) “U.S. Treasury” means the United States Department of the Treasury.
- (n) In addition to the terms defined above, the following terms are defined elsewhere in this Agreement:

Term	Section Reference
Agreement	Preamble
Bank	3.1(b)
BHC Act	3.1(b)

Term	Section Reference
Board	Recitals
Closing	2.3
Closing Date	2.3

Common Stock	Recitals
Company	Preamble
Company Reports	3.1(q)
Exchange Act	3.1(h)
Nasdaq	3.1(f)
Preferred Shares	Recitals
Press Release	4.9
Proposal	3.1(g)(ii)
Proxy Statement	4.2
Purchase Price	2.2
Purchaser	Preamble
Registration Statement	Recitals
SEC	Recitals
SEC Reports	3.1(h)
Securities Act	Recitals
Series B Certificate of Designation	Recitals
Stockholder Approval	3.1(g)(ii)
Stockholder Approval Date	4.1
Stockholders' Meeting	4.1

FOR IMMEDIATE RELEASE

Contact: David B. White
First Busey Corporation, CFO
217-365-4047

First Busey Corporation Announces \$85.9 Million Registered Direct Offering

December 29, 2010
Champaign, Illinois

First Busey Corporation (the "Company") (NasdaqGS: BUSE) today announced that it has entered into stock purchase agreements with several institutional and individual investors, including one of the Company's directors and certain individuals related to another of its directors, to sell \$54.0 million of its common stock at a price of \$4.25 per share and \$31.9 million of its Series B mandatorily convertible cumulative preferred stock in a registered direct offering. The Company expects the offering to close by no later than December 31, 2010. The Company intends to use the net proceeds from the sale of common stock and convertible preferred stock for general corporate purposes.

"Our priorities are **Balance Sheet Strength, Profitability and Growth — in that order**. This capital raise signals the start of a gradual shift in direction for Busey," stated Van Dukeman, the Company's President and Chief Executive Officer. "While we still have work ahead of us improving our asset quality and earnings, it is time to begin to grow again. I am very proud of the commitment our customers, shareholders and associates have shown to Busey over the past two years. In this capital raise, a small group of individual and institutional investors demonstrated their belief in the future of Busey. This capital raise represents our commitment to growth and the overwhelming commitment of our shareholders to Busey."

The Company has structured the offering to include the convertible preferred stock in addition to the common stock in order to comply with certain listing rules of The Nasdaq Stock Market LLC requiring stockholder approval prior to the issuance of common stock due to the aggregate size of the offering and the participation of one of the Company's directors and certain individuals related to another of its directors in the offering. It is intended that the convertible preferred stock will remain outstanding for only a short period of time until the Company receives stockholder approval for the conversion of such shares into shares of common stock. Upon receipt of the necessary stockholder approvals, the convertible preferred stock will automatically convert into shares of the Company's common stock at the same \$4.25 per share price at which the common stock is being sold in the registered direct offering. The Company expects to hold the special meeting of stockholders to obtain the requisite stockholder approval in February 2011.

Until the convertible preferred stock is converted into common stock, the holders of the securities will be entitled to receive cumulative cash dividends at an annual rate equal to 9.00% of the liquidation amount per share.

FIG Partners, LLC has served as financial advisor to the Company with respect to the offering.

Notice Regarding the Offer and Sale of Common Stock and Convertible Preferred Stock: The shares of common stock and convertible preferred stock are being offered and sold

pursuant to a prospectus supplement, dated December 28, 2010, to the prospectus filed as part of the Company's effective shelf-registration statement on Form S-3 (File No. 333-167214). The registration statement on Form S-3 may be accessed through the Securities and Exchange Commission's website at www.sec.gov. Alternatively, copies of the prospectus supplement relating to the offering and accompanying prospectus may be obtained from the Company at 100 W. University Ave., Champaign, Illinois 61820, by telephone at 217-365-4556 or by fax at 217-365-4157.

About First Busey: The Company is a \$3.5 billion financial holding company headquartered in Champaign, Illinois. The Company provides a broad range of financial services through its banking and non-banking subsidiaries. The Company conducts the business of banking and related services through Busey Bank, fiduciary and wealth management services through Busey Wealth Management, Inc. and retail payment processing through FirsTech, Inc.
