

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE MISSISSIPPI VALLEY LIBRARY DISTRICT AND BUSEY BANK

This First Amendment to License Agreement ("Amendment") is made and entered into by and between the Mississippi Valley Library District (hereinafter referred to as "Licensor"), a unit of local government, and Busey Bank (hereinafter referred to as "Licensee"). The Licensor and Licensee may be referred to individually as "Party" or jointly as "Parties" throughout this Agreement.

WHEREAS, the Licensor is the owner of a certain library building located at 4444 Collinsville Road, Fairmont City, IL 62201, commonly referred to as the "Fairmont City Library;" and

WHEREAS, the Licensor and Licensee previously entered into a license agreement dated November 18, 2019 and effective November 1, 2020, for the purposes of the Licensee renting space in the Fairmont City Library, for use in the operation of a bank branch, referred to as "Busey Bank" (the "Agreement"), and

WHEREAS, pursuant to Sections II.B and XX of the Agreement, unless otherwise terminated earlier by the Licensor or Licensee, the Agreement was for a term of five (5) years, and was set to terminate on November 9, 2025, and

WHEREAS, the Licensor and Licensee desire to amend and extend the Agreement as provided in this Amendment,

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Licensor and the Licensee hereby agree as follows:

1. Section I.A of the Agreement is amended to read as follows:

"A. Licensor grants to Licensee the exclusive right and privilege for the term specified below to operate a bank branch at the Fairmont City Library, in an area of approximately 1,227 square feet and as depicted in Exhibit A, which is incorporated into this Agreement by reference (the "Busey Bank"). Licensee accepts the Busey Bank in its "as is" condition. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Busey Bank by virtue of this Agreement or the Licensee's use of the Busey Bank pursuant to this Agreement. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between the Licensor and Licensee be deemed to be a landlord-tenant relationship and that in no

event shall Licensee be entitled to avail itself of the rights afforded to tenants of the laws of the State of Illinois.”

2. Section II.B of the Agreement is amended to read as follows:

“B. Licensee shall be open for business in this specified space for a term of five (5) years beginning on November 9, 2025 and continuing through November 9, 2030 (hereinafter the “License Term”).”

3. Section III.A of the Agreement is amended to read as follows:

“A. Licensee agrees to the following:

- Payment of \$18,750 due upon signing of this Amendment.
- Annual payment of \$18,750 due November 1 each year for the remaining four (4) years of the License Term.

The payments required by this Section III.A shall be non-refundable and non-proratable if this Agreement is terminated by the Licensee for any reason or terminated due to the default of the Licensee under the terms of this Agreement.”

4. Section V of the Agreement is amended to read as follows:

“A. Licensor, at Licensor’s expense, shall provide electricity, natural gas, water, heating and cooling, and trash removal services. Licensee shall be responsible for all other utilities and services necessary to operate Busey Bank. If, for any reason, there should be any suspension or interruption of any of the services or facilities mentioned above, Licensor shall not be under any liability to Licensee for such suspension or interruption, and shall have a reasonable time within which to correct such services. Uniforms, if any, required of the Licensee’s employees shall be acceptable to the Licensor. Licensor shall not furnish or pay for the laundering of such uniforms. Licensee shall also bear all expenses for supplies necessary for the operation of Busey Bank that have not been specifically described above.”

5. Section V of the Agreement is amended to include subsection V.B as follows:

“B. On a case-by-case basis, the Licensor may request financial assistance from the Licensee to address default by Licensee under Section V.A that may have an adverse impact on the Licensee.”

6. Section X of the Agreement is amended to read as follows:

"X. INSURANCE

The Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property, which may arise from or in connection with its obligations and rights under this Agreement. The cost of such insurance shall be borne by the Licensee.

Insurance coverage and limits shall be no less than:

- i. Comprehensive General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall apply to the Leased Premises.
- ii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000.00 per accident and \$1,000,000.00 per disease.

All insurance under this Paragraph shall name the Licensee and Licensor as insureds, with loss payable clauses in favor of the Licensee or Licensor as their interests may appear. The Licensee shall, within sixty (60) days of the date of this Agreement, provide the Licensor with a copy of all certificates of insurance or other evidence of coverage."

7. Section XI of the Agreement is amended to read as follows:

"XI. TAXES, FEES, LICENSES, AND PERMITS

Any and all taxes, fees, and assessments, including, but not limited to, license fee, fees for permits, sales or use taxes, or any other taxes, fees, or assessments that may be levied or assets on the assets, business, or capital of Licensee, or on the Licensee's income from Busey Bank, or on the merchandise carried in Busey Bank, shall be borne and paid for by Licensee. If this Agreement including, without limitation, the use of the Fairmont City Library for operation of Busey Bank, is determined to not be exempt from real estate taxes, the Licensee shall be solely responsible for timely paying any and all real property taxes assessed against the Fairmont City Library or any portion thereof as a result of such determination. If the Licensee fails to timely pay such taxes, the Licensor may, but is not required, to pay such taxes and/or take any legal action the Licensor deems appropriate to recoup any such payment made from the Licensee, plus interest.

Licensee shall obtain all required licenses and permits required for operation of a bank."

8. Section XV of the Agreement is amended to read as follows:

"XV. INDEMNIFICATION OF LICENSOR

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of Busey Bank or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the licensed premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Licensee or any of its partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Licensee shall similarly protect, indemnify and hold and save harmless the Licensor, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Licensee breach of any of its obligations under, or its default of, any provision of this License."

9. The Agreement is amended to add a new Section XXI, to read as follows:

"XXI. GOVERNING LAW; VENUE

This Agreement shall be governed by, and enforced in accordance with, the internal laws of the State of Illinois. Venue for disputes arising from or related to this Agreement shall be in the Illinois Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois."

10. All other terms and conditions of the Agreement not otherwise modified or amended in the Amendment are hereby reaffirmed in their entirety.

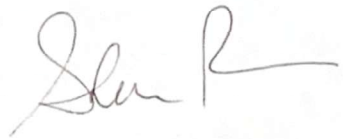
IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on November 9, 2025.

Mississippi Valley Library District

Signature of Authorized Representative

Date of Approval

Busey Bank



Signature of Authorized Representative

10/31/2025
Date of Approval