

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**THIS SPACE IS FOR
COURT USE ONLY**

Name of Debtor:
CORUS BANKSHARES, INC.

Case Number:
10-26881 (PSH)

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor:
**WELLS FARGO BANK, NATIONAL ASSOCIATION AS INSTITUTIONAL TRUSTEE,
INDENTURE TRUSTEE, AND GUARANTEE TRUSTEE**

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attn: Walter H. Curchack, Esq.
Vadim J. Rubinstein, Esq.

ORIGINAL

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: 212-407-4000

Name and address where payment should be sent (if different from above):
James R. Lewis, Vice President
Wells Fargo Bank, National Association
45 Broadway - 12th Floor
New York, New York 10006

RECEIVED

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BMC GROUP

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

Telephone number: 212-515-5258

1. Amount of Claim as of Date Case Filed: Not less than \$26,961,544.19 - See also addendum
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

This claim includes interest or other charges in addition to the principal amount. See addendum

2. Basis for Claim: See addendum
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe:

Value of Property: \$ _____ **Annual Interest Rate** _____ %
Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ **Basis for perfection:** _____

Amount of Secured Claim: \$ _____ **Amount Unsecured:** \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

See addendum

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2).

Amount entitled to priority:

\$ _____

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Date: August 4, 2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

James R. Lewis, Vice President
Wells Fargo Bank, National Association

FOR COURT USE ONLY



**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

-----X
:
In re : Chapter 11
:
CORUS BANKSHARES, INC., : Case No. 10-26881 (PSH)
:
Debtor. :
:
-----X

ADDENDUM TO PROOF OF CLAIM OF
WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS INSTITUTIONAL TRUSTEE, INDENTURE TRUSTEE AND GUARANTEE TRUSTEE

1. This proof of claim ("Proof of Claim") is made by Wells Fargo Bank, National Association ("Wells Fargo"), in its capacity as (i) the Institutional Trustee (in such capacity, the "Institutional Trustee") under that certain Amended and Restated Declaration of Trust of Corus Statutory Trust XII, dated as of March 29, 2006 (the "Declaration of Trust"), by and among Corus Bankshares, Inc. ("Corus" or the "Debtor"), as sponsor, Wells Fargo Delaware Trust Company, as Delaware Trustee (as defined therein), and the Administrators named therein, pursuant to which the Capital Securities and Common Securities (as defined therein, and together, the "Securities") were issued; (ii) the Indenture Trustee (in such capacity, the "Indenture Trustee") under that certain Indenture, by and among Corus and Wells Fargo, dated as of March 29, 2006 (the "Indenture"), pursuant to which Corus issued those certain Junior Subordinated Debt Securities due April 7, 2036; and (iii) the Guarantee Trustee (in such capacity, the "Guarantee Trustee," and referred to herein collectively with the Institutional Trustee and the Indenture Trustee as the "Trustee") under that certain Guarantee Agreement dated as of March 29, 2006 (the "Guarantee Agreement"), by and among Corus and Wells Fargo.

The Declaration of Trust, Indenture, and Guarantee Agreement and all documents entered into in connection with the Declaration of Trust, Indenture, and Guarantee Agreement for which this claim is filed are referred to collectively herein as the “Loan Documents”.

2. As of June 15, 2010 (the “Petition Date”), the date of commencement of this case under title 11 of the United States Code (the “Bankruptcy Code”), the following liquidated amounts were, and still are, due and owing to Wells Fargo and the beneficial holders (the “Beneficial Holders”) of the Securities issued pursuant to the Declaration of Trust:

Unpaid principal as of the Petition Date:	\$25,774,000
Accrued unpaid interest as of the Petition Date:	\$1,182,436.69
Unpaid fees and expenses of Wells Fargo as of the Petition Date	\$ 5,107.50
<hr/>	
Total:	\$26,961,544.19

3. In addition, Wells Fargo has a claim on its own behalf and on behalf of the Beneficial Holders for the following:

- (i) the continuing accrual of interest, and
- (ii) compensation to the Trustee, and its agents, attorneys and counsel, and other expenses and liabilities incurred, and advances made by the Trustee both prior to and after the Petition Date, pursuant to, inter alia, Section 6.06 of the Indenture.

4. As the total amount of the claims asserted herein cannot be definitively calculated or estimated at this time, the total amount of all claims set forth in this Proof of Claim

is currently unliquidated, but in no event was less than \$26,976,544.19 as of the Petition Date. Accordingly, the final claim of Wells Fargo, on behalf of itself and the Beneficial Holders, on account of Debtor's obligations under the Loan Documents will be in a greater amount than that which is stated herein. Wells Fargo does not waive any of its rights to recover all of the foregoing amounts by not asserting a specific amount therefor at this time and to assert that expenses that it incurred after the Petition Date constitute claims under sections 503(b) or 507(a) of the Bankruptcy Code.

5. The Loan Documents supporting this Proof of Claim are voluminous and are, upon information and belief, already in the possession of Debtor. Accordingly, such documents are not filed herewith but will be made available upon written request to counsel to Wells Fargo at the following address: Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10104, Attention: Vadim J. Rubinstein, Esq.

6. By executing and filing this Proof of Claim, Wells Fargo does not waive any right to any security or any other right or rights with respect to any claim that it or the Beneficial Holders have or may have against Debtor or any other person or persons under the Loan Documents. The filing of this Proof of Claim is not intended and should not be construed to be an election of remedies or waiver or any past, present or future defaults or events of default under the Loan Documents.

7. To the knowledge of Wells Fargo, the claims asserted herein are not subject to any setoff or counterclaim, and no judgment has been rendered on the claims. To the knowledge of Wells Fargo, the amount of all payments made prior to the Petition Date has been credited and deducted for the purpose of making this Proof of Claim.

8. Wells Fargo reserves the right to amend and/or supplement this Proof of Claim and to assert any and all other claims of whatever kind or nature that come to Wells Fargo's attention or arise after the filing of this Proof of Claim. The filing of this Proof of Claim shall not be deemed a waiver of any such claims.

9. Nothing contained in this Proof of Claim shall be deemed or construed as: (i) a waiver of, or other limitation on, any rights or remedies under the Loan Documents, at law, or in equity (including any setoff rights, lien rights, rights of recoupment, or any other rights), all of which rights are expressly reserved; (ii) a consent by Wells Fargo or the Beneficial Holders to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against, or otherwise involving, Wells Fargo or the Beneficial Holders; (iii) a waiver or release of, or any limitation on, Wells Fargo's or the Beneficial Holders' right to trial by jury in any court in any proceeding; (iv) a waiver or release of, or any other limitation on, the right of Wells Fargo or the Beneficial Holders to have any orders entered only after de novo review by the United States District Court; or (v) a waiver of, or any other limitation on, the right of Wells Fargo or the Beneficial Holders to seek a withdrawal of the reference with respect to any matter, including any matter relating to this Proof of Claim.

10. All notices concerning this Proof of Claim and any amendments should be sent to:

James R. Lewis, Vice President
Wells Fargo Bank, National Association
45 Broadway - 14th Floor
New York, New York 10006
Tel: 212-515-5258
Fax: 866-524-4681
e-mail: james.r.lewis@wellsfargo.com

with copies to:

Loeb & Loeb LLP
345 Park Avenue
New York, NY 10154
Attn: Walter H. Curchack, Esq.
Vadim J. Rubinstein, Esq.
Tel: 212-407-4000
Fax: 212-407-4990

11. Payment of the claims set forth in this Proof of Claim should be sent to Wells Fargo at the address specified in paragraph 10 above.



JOSHUA D. LEVIN-EPSTEIN
Attorney At Law

345 Park Avenue
New York, NY 10154

Direct 212.407.4277
Main 212.407.4000
Fax 212.937.5253
jepstein@loeb.com

Via Federal Express

August 5, 2010

BMC Group, Inc.
Attn: Corus Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: In re Corus Bankshares, Inc. – Case No. 10-26881 (PSH)

To Whom It May Concern:

Enclosed are one original and one copy of the proof of claim ("Proof of Claim") of Wells Fargo Bank, National Association in its capacity as (i) Institutional Trustee, (ii) Indenture Trustee, and (iii) Guarantee Trustee, as more fully described in the Proof of Claim.

Please accept the original Proof of Claim for filing in the above-captioned Debtor's Chapter 11 case, "file stamp" the copy and return the copy to me in the enclosed self-addressed stamped envelope.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Levin-Epstein", with a long horizontal line extending to the right.

Joshua D. Levin-Epstein
Attorney At Law

Enclosures