
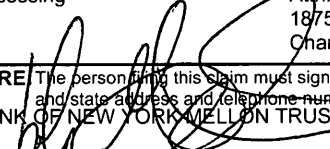


UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION		PROOF OF CLAIM	
In re: Corus Bankshares, Inc.		Case Number: 10-26881	
NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property The Bank of New York Mellon Trust Company, N.A. 101 Barclay Street – 8W New York, NY 10286 Attention: John Guiliano		RECEIVED AUG 12 2010 BMC GROUP	
Creditor Telephone Number (212) 815-5441			
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on: _____	
Payment Telephone Number ()			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>\$ 79,193,972.34</u>		THIS SPACE IS FOR COURT USE ONLY	
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. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: Services performed/money loaned (see addendum)		3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 3a. Debtor may have scheduled account as: _____	
(See instructions #2 and #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 set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____ Secured Claim Amount: \$ _____ Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges as of time case filed included in secured claim,		DO NOT include the priority portion of your claim here.	
5. PRIORITY CLAIM		Include ONLY the priority portion of your unsecured claim here.	
<input type="checkbox"/> 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. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		Unsecured Priority Claim Amount: \$ _____ <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: <u>Attach redacted copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 7 and definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Central Time on August 13, 2010 for Non-Governmental Claimants OR on or before December 13, 2010 for Governmental Units. BY MAIL TO: BMC Group, Inc. Attn: Corus Bankshares Claims Processing PO Box 3020 Chanhassen, MN 55317-3020		THIS SPACE FOR COURT USE ONLY Corus Bankshares  00301	
BY HAND OR OVERNIGHT DELIVERY TO: BMC Group, Inc. Attn: Corus Bankshares Claims Processing 18750 Lake Drive East Chanhassen, MN 55317			
DATE 8/11/2010	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. THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. By:  John Guiliano, as Agent		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

<p>Court, Name of Debtor, and Case Number: Fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 60%;">Debtor Name Corus Bankshares, Inc.</td> <td style="width: 40%;">Case No 10-26881</td> </tr> </table> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p>4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.</p>	Debtor Name Corus Bankshares, Inc.	Case No 10-26881	<p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>7. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date and Signature: The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p>Date-Stamped Copy Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
Debtor Name Corus Bankshares, Inc.	Case No 10-26881		

DEFINITIONS

DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

INFORMATION

document showing that the lien has been filed or recorded.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/corus

IN THE UNITED STATES BANKRUPTCY
COURT FOR THE NORHERN DISTRICT
OF ILLINOIS, EASTERN DIVISION

----- X
In re :
CORUS BANKSHARES, INC. :

Debtor. :

CHAPTER 11

Case No. 10-26881 (PSH)
----- X

ADDENDUM TO
PROOF OF CLAIM

1. This Addendum to Proof of Claim is an addendum to and shall be deemed to be part of and incorporated by reference in the attached Proof of Claim (the "Proof of Claim") filed by The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New York Trust Company, N.A.) as indenture trustee ("BNYM") under the several Indentures (as defined below)¹ on behalf of itself and the Holders (as defined below), against Corus Bankshares, Inc. (the "Debtor").

2. Pursuant to each of the Indentures and paragraph 5(d) of the Order (a) Setting Bar Date for Filing Proofs of Claim and (b) Approving the Form and Manner of Notice Thereof, dated July 9, 2010 (Docket No. 70, the "Bar Date Order"), BNYM is authorized to file this Proof of Claim with respect to all amounts owed under the Indentures.

3. The undersigned individual maintains an office at 101 Barclay Street, New York, New York and states that he is duly authorized to file this Proof of Claim on behalf of BNYM, a

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Indentures.

national banking association. The post office address of BNYM and the address to which all notices and checks to BNYM shall be addressed is:

The Bank of New York Mellon Trust Company, N.A.
101 Barclay Street – 8W
New York, NY 10286
Attention: John Guiliano

4. BNYM is filing this Proof of Claim with respect to any and all claims or causes of action set forth in, related to or arising from the following documents (collectively, the “Indentures”):

(a) Indenture, dated as of May 18, 2004 (the “2004 Indenture”), between the Debtor and JPMorgan Chase Bank, as Trustee (which was replaced by BNYM as successor trustee) for the holders of junior subordinated debt securities due July 23, 2034 (the “2004 Holders”);

(b) Indenture, dated as of March 15, 2005 (the “March 2005 Indenture”), between the Debtor and JPMorgan Chase Bank, National Association, as Trustee (which was replaced by BNYM as successor trustee) for the holders of junior subordinated debt securities due March 15, 2035 (the “March 2005 Holders”); and

(c) Indenture, dated as of June 23, 2005 (the “June 2005 Indenture”), between the Debtor and JPMorgan Chase Bank, National Association, as Trustee (which was replaced by BNYM as successor trustee) for the holders of junior subordinated debt securities due June 23, 2035 (the “June 2005 Holders”). The 2004 Holders, the March 2005 Holders and the June 2005 Holders are referred to herein as the “Holders”.

5. As of June 15, 2010 (the "Petition Date"), the Debtor was indebted to BNYM for principal, accrued interest and fees in an aggregate amount under the Indentures of at least \$79,195,412.34 (the "Claim"), computed as follows:

Indenture	Principal	Interest to 6/15/2010	Pre-Petition Fees	Total
2004 Indenture	\$25,000,000	\$1,634,426.99	\$7,560	\$26,641,986.99
March 2005 Indenture	\$25,000,000	\$1,315,807.89	\$3,000	\$26,318,807.89
June 2005 Indenture	\$25,000,000	\$1,230,177.46	\$3,000	\$26,233,177.46
Total	\$75,000,000	\$4,180,412.34	\$13,560	\$79,193,972.34

6. The Claim is not founded on an open account.

7. No judgment has been rendered on the Claim.

8. The amount of all payments on the Claim have been credited and deducted for the purpose of making this Proof of Claim. Upon information and belief, the Claim is not subject to any setoffs, defenses, or counterclaims by the Debtor.

9. The Claim is filed as an unsecured claim.

10. Each description in the Proof of Claim of the Indentures and any and all other relevant and applicable documents is qualified in its entirety by reference to the applicable provisions of such documents, and such documents are incorporated herein by reference. In the event of any inconsistency between the Proof of Claim and the Indentures, the Indentures shall control.

11. Copies of the Indentures are voluminous and thus are not attached hereto. These documents are available for inspection at the office of BNYM whose address is shown above.

12. BNYM is entitled to and hereby makes a claim for all principal, interest, fees and other charges accrued postpetition and due or to become due under the Indentures, or applicable

law, including (a) interest on overdue principal and interest on overdue installments of interest and other amounts owing, if any, to the extent lawful; (b) all lawful charges and fees which have accrued or will accrue and remain unpaid from the Petition Date, including, but not limited to, BNYM's expenses, disbursements, and advances (including, without limitation, compensation, fees, expenses and disbursements of BNYM's agents and counsel); and (c) all other amounts due or to become due under the Indentures, or applicable law, whether now due or hereafter arising, which amounts may presently be unliquidated or contingent, but which may become fixed and liquidated in the future, including, but not limited to, amounts as or for interest, liquidated damages, optional or mandatory redemptions, redemption prices, expenses, indemnities, compensatory, secondary and/or punitive damages, and all compensation or reimbursement obligations.

13. BNYM expressly preserves any and all (a) rights of BNYM and/or any of the Holders to assert claims based upon: (i) common law fraud; (ii) misrepresentation; (iii) subrogation; (iv) indemnity; (v) contribution; (vi) unjust enrichment; (vii) constructive trust; (viii) fraudulent conveyance; (ix) failure to fulfill contractual and fiduciary obligations; (x) breach of implied covenant of good faith and fair dealing; (xi) making, causing, or permitting to be made misleading statements regarding the business of the Debtor; (xii) failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtor; (xiii) tortious interference; (xiv) *quantum meruit*; and (xv) failure to require adequate financial and accounting controls for the Debtor, and (b) all procedural and substantive rights, claims and defenses with respect to any claim that has been or may be asserted against

BNYM and/or any of the Holders by the Debtor, any trustee for its estate, or any other person or entity whatsoever.

14. BNYM on its own behalf, and on behalf of the Holders and all other persons who may assert claims against the Debtor in connection with the Indentures, reserves all rights of setoff, netting, recoupment and all similar rights to which it or they are entitled under Section 553 of the Bankruptcy Code or otherwise, and nothing herein shall be construed as a waiver of such rights.

15. The execution and filing of this Proof of Claim does not constitute BNYM's: (a) waiver of any rights, claims, defenses or remedies, whether under applicable law, the Indentures, or otherwise against the Debtor or any other entity or person (including but not limited to non-debtor subsidiaries of the Debtor) that may be liable for all or part of the Claim, whether an affiliate of the Debtor, an assignee, guarantor or otherwise, including any rights that BNYM may have with respect to any property held by the Debtor or other entity in an actual, constructive or other trust or similar relationship for the benefit of the BNYM; (b) waiver of any obligation owed to BNYM or to any Holder, or any right to any security in connection with the Claim; (c) consent to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case; (d) waiver of the right to a jury trial in any proceeding so triable; (e) waiver of the right to have final orders in non-core matters entered only after *de novo* review by a U.S. District Court judge; (f) waiver of the right to seek to have the reference withdrawn with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this chapter 11 case against or otherwise involving BNYM; (g) election of remedies; (h) admission that any property

received by BNYM under the Indentures or held by the Debtor or other entity constitutes property of the Debtor's estate; (i) waiver of any past, present or future defaults (or events of default) by the Debtor in connection with the Indentures or otherwise; or (j) waiver of any right to any security, collateral or share thereof to which BNYM may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons.

16. In executing and filing this Proof of Claim, BNYM does not waive any obligation held by it or any right to securities it holds, any right to claim specific assets, any right to the subordination in favor of itself of indebtedness, liens, or security interests held by other creditors of the Debtor, or any other right or rights of action that it may have against the Debtor or any other person, including, without limitation, rights against guarantors or any assignees, affiliates, officers or directors of the Debtor.

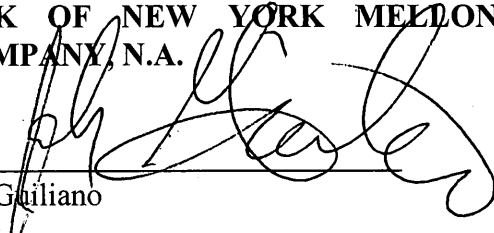
17. The Proof of Claim is made without prejudice to the filing by BNYM and/or any of the holders of proofs of claim in respect of any other indebtedness, obligations or liability of the Debtor to BNYM and/or the Holders.

18. BNYM expressly reserves any and all rights to amend, clarify, supplement and/or replace the Proof of Claim at any time and for any reason, including, without limitation, to: (a) assert and file additional, supplementary and/or amended proofs of claim; (b) correct, increase or amend the amounts referred to herein; (c) add or amend documents and other information, and to describe further the Claim; (d) add or include any other Debtor or any other entity, including but not limited to any entity which may become a debtor or debtor in possession in the Debtor's chapter 11 case and add or amend categories of payments or liabilities; (e) assert further priority,

security interests or similar rights with respect to the claims asserted herein; and (f) file or otherwise assert requests for the payment of administrative claims. Specifically, BNYM reserves its rights to file Administrative Claims under Section 503 of the Bankruptcy Code for any claims that are deemed to have arisen after June 15, 2010.

Dated: New York, New York
August 11, 2010

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: 
Name: John Guiliano
Title: Agent

EMMET, MARVIN & MARTIN, LLP
COUNSELLORS AT LAW

Janelle Telesford
Legal Assistant
(212) 238-3244
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FAX: (973) 538-6448

1351 WASHINGTON BOULEVARD
STAMFORD, CONNECTICUT 06902-4543
(203) 425-1400
FAX: (203) 425-1410

August 11, 2010

VIA FEDERAL EXPRESS

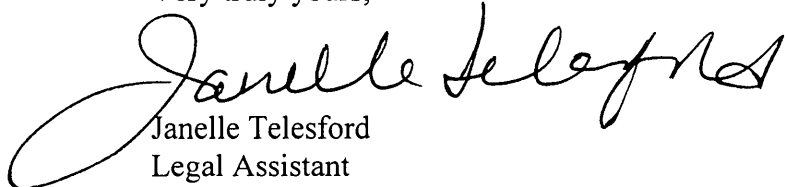
Attn: Corus Bankshares Claims Processing
BMC Group, Inc.
18750 Lake Drive East
Chanhassen, MN 55317

Re: Corus Bankshares, Inc. (Case No. 10-26881)

Enclosed please (i) a Proof of Claim and Addendum to Proof of Claim on behalf of The Bank of New York Mellon Trust Company, N.A. and (ii) a Proof of Claim and Addendum to Proof of Claim on behalf of The Bank of New York Mellon each to be filed against Corus Bankshares, Inc. (Case No. 10-26881).

Please acknowledge receipt on the copy of each of the proofs of claim provided and return them in the self-addressed stamped envelope. Should you have any questions regarding the enclosed, please do not hesitate to call me at (212) 238-3244.

Very truly yours,


Janelle Telesford
Legal Assistant

Enc.

cc: Robert Lah, Esq. (w/out enclosure)