

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

In re:	)	Chapter 11
	)	
CORUS BANKSHARES, INC., <sup>1</sup>	)	Case No. 10-26881 (PSH)
	)	
Debtor.	)	Hon. Pamela S. Hollis
	)	
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**THE DEBTOR'S SECOND AMENDED PLAN OF REORGANIZATION UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: \_\_\_\_\_, 2011

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor's federal tax identification number, is: Corus Bankshares, Inc. (3592). The location of the Debtor's corporate headquarters and the service address for the Debtor is: 10 S. Riverside Plaza, Suite 1800, Chicago, IL 60606.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINED TERMS AND RULES OF INTERPRETATION .....	3
A. Defined Terms .....	3
B. Rules of Interpretation .....	10
C. Exhibits.....	11
ARTICLE II. ADMINISTRATIVE AND PRIORITY CLAIMS.....	11
A. Administrative Claims .....	11
B. Priority Tax Claims.....	11
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS .....	12
A. Summary.....	12
B. Classification and Treatment of Claims and Equity Interests .....	12
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN.....	14
A. Corporate Existence.....	14
B. Periodic Reports to be Filed by the Reorganized Debtor.....	14
C. Directors/Officers of the Debtor on the Effective Date .....	15
D. Cancellation of TOPrS Debentures, TOPrS and Equity Interests .....	16
E. Reorganized Debtor Equity Interests.....	17
F. Section 1145 Exemption.....	17
G. Restructuring Transactions .....	17
H. Corporate Action .....	18
I. Effectuating Documents; Further Transactions .....	18
J. Exemption from Certain Transfer Taxes and Recording Fees.....	18
K. Board Representation.....	18
L. Senior Management.....	19
M. Committee .....	19
N. Vesting of Assets in the Reorganized Debtor .....	19
O. Prohibition Against Pledging Assets .....	19
P. Deregistration .....	19
Q. Allowance of TOPrS Unsecured Claims .....	19
ARTICLE V. PROVISIONS GOVERNING DISTRIBUTIONS .....	20
A. Initial Distribution Date .....	20
B. Disputed Reserve .....	20
C. Establishment and Maintenance of Cash Election Entitlement Segregated Account .....	20
D. Quarterly Distributions .....	21
E. Record Date for Distributions.....	21
F. Delivery of Distributions .....	21
G. Surrender of Canceled Instruments and Securities .....	22
H. Lost, Stolen, Mutilated or Destroyed Instrument or Security .....	23
I. Manner of Cash Payments Under the Plan .....	23
J. Time Bar to Cash Payments by Check .....	23
K. Limitations on Funding of Disputed Reserve .....	23
L. Compliance with Tax Requirements.....	23
M. No Payments of Fractional Dollars.....	23
N. Interest on Claims .....	24
O. No Distribution in Excess of Allowed Amount of Claim .....	24
P. Setoff and Recoupment.....	24
Q. No Distribution to General Unsecured Creditors.....	24

ARTICLE VI. DISPUTED CLAIMS .....	24
A. No Distribution Pending Allowance .....	24
B. Resolution of Disputed Claims .....	25
C. Objection Deadline .....	25
D. Estimation of Claims .....	25
E. Disallowance of Claims .....	25
ARTICLE VII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES .....	25
A. Assumption and Rejection of Executory Contracts and Unexpired Leases .....	25
B. Claims Based on Rejection of Executory Contracts or Unexpired Leases .....	26
C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases .....	26
D. Reservation of Rights .....	26
ARTICLE VIII. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE .....	27
A. Conditions to Confirmation: .....	27
B. Conditions Precedent to the Effective Date .....	27
C. Waiver of Conditions Precedent .....	27
ARTICLE IX. DISCHARGE, RELEASE, INJUNCTIVE AND RELATED PROVISIONS .....	27
A. Discharge of Claims and Termination of Interests .....	27
B. Compromise and Settlement .....	28
C. <b>Releases</b> .....	28
D. <b>Exculpation</b> .....	29
E. <b>No Release of Co-Obligor or Joint Tortfeasor</b> .....	29
F. Preservation of Rights of Action .....	29
G. <b>Release and Injunction</b> .....	30
H. Releases of Liens .....	31
ARTICLE X. RETENTION OF JURISDICTION .....	31
ARTICLE XI. MISCELLANEOUS PROVISIONS .....	33
A. Final Fee Applications, Initial TOPrS Indenture Trustee Fees and Tricadia Fees .....	33
B. Payment of Statutory Fees .....	33
C. Modification of Plan .....	33
D. Revocation of Plan .....	33
E. Successors and Assigns .....	33
F. Governing Law .....	33
G. Reservation of Rights .....	33
H. Section 1125(e) Good Faith Compliance .....	34
I. Further Assurances .....	34
J. Service of Documents .....	34
K. Filing of Additional Documents .....	35
L. Aid and Recognition .....	35
M. Document Retention .....	35
N. Reservation of Rights by the Debtor and the FDIC .....	35

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**THE DEBTOR'S SECOND AMENDED PLAN UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, the Debtor and Debtor in Possession in the above-captioned and numbered case hereby respectfully proposes the following second amended plan under chapter 11.

**ARTICLE I.**

**DEFINED TERMS AND RULES OF INTERPRETATION**

**A. *Defined Terms***

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*510(b) Subordinated Claims*” means any Claim against the Debtor arising from rescission of a purchase or sale of a security of the Debtor or an Affiliate of the Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

2. “*Accrued Professional Compensation*” means, at any given moment, all accrued and/or unpaid fees and expenses (including, without limitation: (a) success fees Allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and (b) fees or expenses Allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered prior to the Effective Date, or thereafter in connection with, and only with (x) applications Filed pursuant to section 330 and 331 of the Bankruptcy Code and (y) motions seeking the enforcement of the provisions of the Plan or Confirmation Order, by all Professionals in the Chapter 11 Case that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not previously been paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies by a Final Order any amount of a Professional’s fees or expenses, then those amounts shall no longer be Accrued Professional Compensation.

3. “*Administrative Claim Bar Date*” means the first Business Day that is thirty (30) days after the Effective Date and is the deadline for a Holder of an Administrative Claim to file a request with the Bankruptcy Court for payment of such Administrative Expense in the manner indicated in Article II of the Plan.

4. “*Administrative Claims*” means Claims that have been timely filed before the Administrative Claim Bar Date, pursuant to the deadline and procedure set forth in the Confirmation Order (except as otherwise provided by a separate order of the Bankruptcy Court), for costs and expenses of administration under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtor (such as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) Accrued Professional Compensation; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; *provided, however*, that Administrative Claims that arise under section 503(b)(9) of the Bankruptcy Code shall only be deemed timely filed to the extent such Claims were filed in accordance with the terms of the Bar Date Order.

5. “*Affiliate*” has the meaning set forth at section 101(2) of the Bankruptcy Code.

6. “*Allowed*” means, with respect to any Claim or Equity Interest, except as otherwise provided herein: (a) a Claim or Equity Interest that has been scheduled by the Debtor in its schedules of liabilities as other than disputed, contingent or unliquidated, unless a Proof of Claim has been timely filed, and as to which the Debtor or other

parties-in-interest have not Filed an objection by the Claims Objection Bar Date; (b) a Claim or Equity Interest that has been allowed by a Final Order; (c) a Claim or Equity Interest that is allowed: (i) in any stipulation of the amount and nature of a Claim or Equity Interest executed prior to the Effective Date and approved by the Bankruptcy Court; or (ii) in any stipulation with the Reorganized Debtor of the amount and nature of a Claim or Equity Interest executed on or after the Effective Date; (d) a Claim or Equity Interest that is Allowed pursuant to the terms hereof; or (e) a Claim as to which a Proof of Claim has been timely Filed and as to which no objection has been Filed by the Claims Objection Bar Date.

7. “*Avoidance Actions*” means any and all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtor, the Reorganized Debtor or its Estate under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code.

8. “*Bankruptcy Code*” means title I of the Bankruptcy Reform Act of 1978, as amended from time to time, as set forth in Articles 101 *et seq.* of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

9. “*Bankruptcy Court*” means the United States District Court for the Northern District of Illinois, having jurisdiction over the Chapter 11 Case and, to the extent of any reference made pursuant to Article 157 of title 28 of the United States Code and/or the General Order of the District Court pursuant to Article 151 of title 28 of the United States Code, the United States Bankruptcy Court for the Northern District of Illinois.

10. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, promulgated under 28 U.S.C. § 2075, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Illinois, the Local Rules of Civil Practice and Procedure of the United States District Court for the Northern District of Illinois, and general orders and chambers procedures of the Bankruptcy Court, each as applicable to the Chapter 11 Case and as amended from time to time.

11. “*Bar Date Order*” means the Order (A) Setting Bar Dates for Filing Proofs of Claim, and (B) Approving the Form and Manner of Notice Thereof, dated July 9, 2010 [Docket No. 70].

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)).

13. “*Cash*” means legal tender of the United States of America or the equivalent thereof, and with respect to the Disputed Reserve, including bank deposits, checks and readily marketable securities or instruments issued by an Entity, including, without limitation, readily marketable direct obligations of, or obligations guaranteed by, the United States of America, commercial paper of domestic corporations carrying a Moody’s rating of “A” or better, or equivalent rating of any other nationally-recognized rating service, or interest-bearing certificates of deposit or other similar obligations of domestic banks or other financial institutions having a shareholders’ equity or capital of not less than one hundred million dollars (\$100,000,000) having maturities of not more than one (1) year, at the then best generally available rates of interest for like amounts and like periods.

14. “*Cash Election Entitlement*” means the right of each Holder who so elects to receive a Pro Rata Distribution of Residual Net Free Cash, which may be evidenced in part, at the Debtor’s option (if necessary to cause Section 382(l)(5) of the Internal Revenue Code to apply to the Plan) by a separate series or class of securities on the terms set forth in Article IV.E.2.

15. “*Cash Election Entitlement Segregated Account*” means an account in a bank or other financial institution selected by the Debtor or Reorganized Debtor pursuant to Article [V.C].

16. “*Causes of Action*” means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of set off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims and crossclaims (including, without limitation, all claims and any avoidance, recovery, subordination or other actions against insiders and/or any other Entities under the Bankruptcy Code, including Avoidance Actions) of the Debtor, the Debtor in Possession, the

Reorganized Debtor and/or the Estate (including, without limitation, those actions set forth in the Plan Supplement) that are or may be pending on, or may be instituted by the Reorganized Debtor after, the Effective Date against any Entity, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative or otherwise and whether asserted or unasserted as of the Effective Date.

17. “*Chapter 11 Case*” means the Chapter 11 Case commenced when the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on the Petition Date, which is administered under case number 10-26881 in the Bankruptcy Court.

18. “*Claim*” means a “claim” (as that term is defined in section 101(5) of the Bankruptcy Code) against the Debtor.

19. “*Claims Objection Bar Date*” means the bar date for objecting to Claims against the Debtor, which shall be six (6) months after the Effective Date; *provided, however*, that the Reorganized Debtor may seek additional extensions of this date from the Bankruptcy Court for cause shown.

20. “*Claims Register*” means the official register of Claims and Equity Interests maintained by the Notice, Claims and Solicitation Agent.

21. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

22. “*Committee*” means the official committee of unsecured creditors for the Chapter 11 Case appointed by the U.S. Trustee, pursuant to section 1102 of the Bankruptcy Code, on June 29, 2010 [Docket No. 39].

23. “*Confirmation Date*” means the date on which the Confirmation Order is entered by the Bankruptcy Court.

24. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

25. “*Creditors’ Designee*” means that certain person designated by the Committee and disclosed in the Plan Supplement who has the rights and powers set forth in Article IV.C.4.

26. “*Cure*” means the payment of Cash by the Debtor, or the distribution of other property (as the Debtor and the counterparty to the executory contract or unexpired lease may agree or the Bankruptcy Court may order), as necessary to (a) cure a monetary default by the Debtor in accordance with the terms of an executory contract or unexpired lease of the Debtor and (b) permit the Debtor to assume such executory contract or unexpired lease under sections 365 and 1123 of the Bankruptcy Code.

27. “*Cure Bar Date*” means the date that is thirty days after the Effective Date.

28. “*Debtor*” or “*Debtor in Possession*” means Corus Bankshares, Inc. prior to the Effective Date.

29. “*Debtor’s Designee*” means that certain person designated by the Debtor who has consultation rights under Article IV.C.2 and who shall have an initial term of one year from the Effective Date.

30. “*Disclosure Statement*” means the *Disclosure Statement for the Debtor’s Second Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code*, dated \_\_\_\_\_, 2011 [Docket No. \_\_\_\_], prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law, and approved by the Bankruptcy Court in the Disclosure Statement Order, as it is amended, supplemented or modified from time to time.

31. “*Disclosure Statement Order*” means that certain order approving the Disclosure Statement dated [\_\_\_\_], 2011 [Docket. No. \_\_\_\_].

32. “*Disputed Claim*” means any Claim that is not yet an Allowed Claim.

33. “*Disputed Reserve*” means the reserve created pursuant to Article V.B.1 of the Plan.
34. “*Distributions*” means the distributions of New Series A Common Stock, any other series of common stock or any distributions of Residual Net Free Cash that may be issued on account of the Cash Election Entitlement to be made in accordance with the Plan, as applicable.
35. “*Distribution Record Date*” means the record date for determining the entitlement of Holders of Claims to receive Distributions under the Plan on account of Allowed Claims. The Distribution Record Date shall be two business days after the Confirmation Date.
36. “*District Court*” means the District Court for the Northern District of Illinois.
37. “*Documents*” means documents, files, books, records, electronic data (including, but not limited to, emails and email server back-up tapes) which relate to the Securities Litigation.
38. “*Effective Date*” means the date that is the first Business Day after the entry of the Confirmation Order on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article VIII.A have been satisfied or waived.
39. “*Entity*” means an “entity” as that term is defined in section 101(15) of the Bankruptcy Code.
40. “*Equity Interest*” means any equity interest in the Debtor that existed immediately prior to the Petition Date, including, without limitation: (a) any common equity interest in the Debtor that existed immediately prior to the Petition Date, including, without limitation, all issued, unissued, authorized or outstanding shares of common stock, together with any warrants, options or legal, contractual or equitable rights to purchase or acquire such interests at any time; and (b) any preferred equity interest in the Debtor that existed immediately prior to the Petition Date, including, without limitation, all issued, unissued, authorized or outstanding shares of preferred stock, together with any warrants, options or legal, contractual or equitable rights to purchase or acquire such interests.
41. “*Estate*” means the estate of the Debtor created on the Petition Date by section 541 of the Bankruptcy Code.
42. “*Excess Policies*” means (a) that certain Excess Directors, Officers and Company Liability Policy issued by XL Insurance Company Limited to the Debtor, effective as of December 18, 2009; and (b) that certain Excess Directors, Officers and Company Liability Policy issued by Arch Insurance Company to the Debtor, effective as of December 18, 2009.
43. “*Exculpated Parties*” means, collectively, the Debtor, the board of directors and individual directors and board committees of the Debtor during the Chapter 11 Case, any officer or employee of the Debtor during the Chapter 11 Case, the Committee and the individual members thereof, the TOPrS Indenture Trustees, Tricadia and each of their respective Representatives (each of the foregoing in its individual capacity as such).
44. “*FDIC*” means the Federal Deposit Insurance Corporation, either in its corporate capacity or in its capacity as receiver for Corus Bank, N.A.
45. “*FDIC Cause of Action*” means the cause of action filed by the Debtor against the FDIC, as may be amended or supplemented from time to time, styled *Corus Bankshares, Inc. v. Federal Deposit Insurance Corporation*, Case No. 10-cv-05654 (N.D. Ill.).
46. “*FDIC Priority Claims*” means unsecured Claims, if any, and if and to the extent Allowed, held by the Federal Deposit Insurance Corporation as receiver for Corus Bank, N.A. entitled to priority under sections 507(a)(9) or 365(o) of the Bankruptcy Code.
47. “*FDIC Non-Priority Claims*” means unsecured Claims, if any, and if and to the extent Allowed, held by the Federal Deposit Insurance Corporation, either in its corporate capacity or as receiver for Corus Bank, N.A., that are not FDIC Priority Claims.

48. “*File*” or “*Filed*” means, with respect to any pleading, entered on the docket of the Chapter 11 Case and properly served in accordance with the Bankruptcy Rules or with respect to a Claim, a Claim for which a Proof of Claim has been properly and timely filed in accordance with the Bar Date Order.

49. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice.

50. “*Former Officer Causes of Action*” means any Causes of Action existing as of the Effective Date against any officers of the Debtor employed prior to the Petition Date other than the Releasees provided, however, that such Causes of Action shall not include any Causes of Action released or exculpated under the Plan.

51. “*Free Cash*” means (a) Cash owned by the Debtor as of the Effective Date plus (b) Cash proceeds from (i) any loan participation that is owned by the Debtor as of the Effective Date; (ii) any Causes of Action (including the FDIC Cause of Action and the Former Officer Causes of Action); (iii) any proceeds from the Litigation Trust; and (iv) any other tangible or intellectual property assets that are owned by the Debtor as of the Effective Date plus (c) amounts, if any, refunded under the Debtor’s insurance policies.

52. “*General Bar Date*” means 4:00 p.m. prevailing Central Time on August 13, 2010, as established in the Bar Date Order.

53. “*General Unsecured Claims*” means Claims against the Debtor that are not Administrative Claims, Priority Tax Claims, Non-FDIC Priority Claims, FDIC Priority Claims or Equity Interests, including FDIC Non-Priority Claims, TOPrS Unsecured Claims and Other Unsecured Claims.

54. “*Governmental Bar Date*” means 4:00 p.m. Central Time on December 13, 2010, as established in the Bar Date Order.

55. “*Holder*” means any Entity holding a Claim against or an Interest in the Debtor.

56. “*Impaired*” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

57. “*Independent*” with respect to a member of the Plan Committee means that such member meets the definition of independence set forth in Rule IM-4200(a)(15) of the Corporate Governance Rules of The NASDAQ Stock Market, Inc.

58. “*Initial Distribution Date*” means the date on which the Reorganized Debtor shall make its initial Distribution, which shall be a date selected by the Reorganized Debtor as soon as reasonably practicable after the Effective Date.

59. “*Individual Non-Debtor Defendants*” means Robert J. Glickman and Timothy H. Taylor, the two individual defendants named in the Securities Litigation.

60. “*Lead Plaintiff*” means Todd L. Johnson in his capacity as the lead plaintiff in the Securities Litigation.

61. “*Lien*” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

62. “*Litigation Trust*” means that litigation trust established pursuant to Article IV.C.5 to hold and prosecute the Former Officer Causes of Action.

63. “*Material Causes of Action*” means any Causes of Action seeking a recovery of more than \$200,000 or any Former Officer Causes of Action, and includes, without limitation, the FDIC Cause of Action.



64. “*Net Free Cash*” means Free Cash after full payment or satisfaction of, or reasonable reserve for, all: Allowed Secured, Administrative, Priority Tax and Non-FDIC Priority Claims; costs of administering and implementing the Plan; fees and expenses of the Creditors’ Designee; and the ordinary course business expenses related to the assets identified in (b)(i) through (iv) of the definition of Free Cash. For the avoidance of doubt, costs of administering and implementing the Plan, the ordinary course business expenses related to the assets identified in (b)(i) through (iv) of the definition of Free Cash, Administrative Claims or Non-FDIC Priority Claims, not otherwise related to the assets identified in (b)(i) through (iv) of the definition of Free Cash that would not otherwise be incurred in a chapter 11 liquidation, including without limitation the incremental cost of any insurance purchased after (or in contemplation of) the Effective Date above what would be required in a chapter 11 liquidation plan and ~~incremental~~the costs of any employee benefits resolutions above what would be required in a chapter 11 liquidation plan, including, but not limited to, any termination premiums due, or at any time paid, in connection with the Pension Plan (including, but not limited to, any termination premium incurred under 29 U.S.C. § 1306(a)(7) or the Deficit Reduction Act of 2005), shall not operate to reduce Free Cash.

65. “*New Board*” means the board of directors of the Reorganized Debtor.

66. “*New Series A Common Stock*” means newly-issued shares of series A common stock of the Reorganized Debtor, which shall be entitled to ten votes per share and have a par value of \$0.01 per share.

67. “*Non-FDIC Priority Claims*” means all Claims entitled to priority under sections 507(a)(3) through (a)(7) of the Bankruptcy Code.

68. “*Notice, Claims and Solicitation Agent*” means BMC Group, Inc., 18750 Lake Drive East, Chanhassen, Minnesota, 55371, retained as the Debtors’ notice, claims and solicitation agent.

69. “*Other Unsecured Claims*” means General Unsecured Claims other than TOPrS Unsecured Claims and FDIC Non-Priority Claims.

70. “*Petition Date*” means June 15, 2010, the date on which the Debtor commenced the Chapter 11 Case.

71. “*Pension Plan*” means that certain Corus Bankshares, Inc. Retirement Income Plan and Trust.

72. “*Plan*” means this second amended plan under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules or herewith, as the case may be, and the Plan Supplement, which is incorporated herein by reference.

73. “*Plan Committee*” means a committee of the New Board established pursuant to Article IV.C.3.

74. “*Plan Committee Consultant*” means the Honorable Bruce W. Kauffman or his successor, having the duties specified in Article IV.C.3.

75. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to the Plan.

76. “*Priority Tax Claims*” means Claims of governmental units of the kind specified in section 507(a)(8) of the Bankruptcy Code.

77. “*Pro Rata*” means the ratio of the amount of an Allowed General Unsecured Claim in a particular Class to the aggregate amount of all General Unsecured Claims that have not yet been disallowed.

78. “*Professional*” means any person or Entity employed in the Chapter 11 Case pursuant to a Final Order in accordance with sections 327, 328 or 1103 of the Bankruptcy Code, and to be compensated for services rendered prior to and including the Effective Date pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code.

79. “*Proof of Claim*” means a proof of Claim Filed against the Debtor in the Chapter 11 Case.

80. “*Quarterly Distribution Date*” means the first Business Day after the end of each quarterly calendar period (*i.e.*, March 31, June 30, September 30 and December 31 of each calendar year).

81. “*Releasees*” means, in their capacities as such, the Committee and the individual members thereof, the TOPrS Indenture Trustees, Tricadia and all of their and the Debtor’s respective current and former directors, officers, members, employees, attorneys, accountants, investment bankers, financial advisors and consultants (including their respective officers, directors, employees, members, attorneys (including attorneys for the Debtor’s board of directors), and professional advisors); *provided, however*, that with respect to the Debtor’s individual directors, officers, members and employees, the term “Releasees” shall only include directors, officers, members and employees of the Debtor who held such title or role on the Petition Date (such persons being Randy P. Curtis, Michael J. Minnaugh, Stephen J. Antal, Caitlin A. Strung, Cassandra L. Miles, Robert J. Buford, Kevin R. Callahan, Rodney D. Lubeznik, Michael J. McClure, and Peter C. Roberts).

82. “*Releasing Parties*” means, collectively: (a) Holders of Claims in Classes entitled to vote on the Plan who: (i) vote to accept the Plan; (ii) vote to reject the Plan and do not opt-out of the Third Party Releases; or (iii) abstain from voting on the Plan and do not opt-out of the Third Party Releases; (b) the Committee; and (c) Tricadia.

83. “*Reorganized Debtor*” means the Debtor or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

84. “*Representatives*” means, with regard to an Entity or the Committee, officers, directors, members, employees, advisors, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives (including their respective officers, directors, employees, members and professionals).

85. “*Residual Net Free Cash*” means Net Free Cash available after paying the FDIC Priority Claims, if any, in full.

86. “*Schedules*” mean the schedules of assets and liabilities, schedules of executory contracts and statements of financial affairs, as may be amended from time to time, filed by the Debtor pursuant to section 521 of the Bankruptcy Code.

87. “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed pursuant to the Plan as a Secured Claim.

88. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended, or any similar federal, state or local law.

89. “*Securities Litigation*” means that certain securities class action lawsuit pending in the United States District Court for the Northern District of Illinois, entitled *Tracy Jones, On Behalf of Himself and All Others Similarly Situated v. Corus Bankshares, Inc., Robert J. Glickman, and Tim H. Taylor*, Case No. 1:09-cv-01538.

90. “*Third Party Release*” means the release granted by the Releasing Parties pursuant to Article IX.C.2.

91. “*TOPrS*” means the trust originated preferred securities issued by the TOPrS Trusts.

92. “*TOPrS Debentures*” means the debentures issued by the Debtor pursuant to the TOPrS Debenture Indentures.

93. “*TOPrS Debenture Indenture*” means the indenture agreements between the Debtor and each TOPrS Debenture Indenture Trustee.

94. “*TOPrS Debenture Indenture Trustee*” means the indenture trustees of each of the TOPrS Debentures.

95. “*TOPrS Documents*” means, with respect to each TOPrS Trust, the TOPrS Indenture, the TOPrS Trust Guarantee and all instruments and agreements executed in connection therewith

96. “*TOPrS Indenture*” means the TOPrS Debenture Indenture and the TOPrS Trust Indenture.

97. “*TOPrS Indenture Trustee*” means the TOPrS Debenture Indenture Trustee and the TOPrS Trust Indenture Trustee.

98. “*TOPrS Indenture Trustee Fees*” means reasonable, documented fees, disbursements, advances and expenses (including, without limitation, professional fees and expenses, and payments made or to be made in connection with indemnity Claims) of each TOPrS Indenture Trustee (including, without limitation, in connection with service on the Committee, and in connection with Distributions under the Plan).

99. “*TOPrS Trusts*” means Corus Statutory Trust I (established as of June 26, 2003); Corus Statutory Trust II (established as of June 24, 2003), Corus Statutory Trust III (established as of September 17, 2003), Corus Statutory Trust IV (established as of November 24, 2003), Corus Statutory Trust V (established as of December 17, 2003), Corus Statutory Trust VI (established as of May 18, 2004), Corus Statutory Trust VII (established as of September 20, 2004), Corus Statutory Trust VIII (established as of March 15, 2005), Corus Statutory Trust IX (established as of June 23, 2005), Corus Statutory Trust X (established as of September 15, 2005), Corus Statutory Trust XI (established as of December 19, 2005), Corus Statutory Trust XII (established as of March 29, 2006), and Corus Statutory Trust XIII (established as of June 27, 2007).

100. “*TOPrS Trust Guarantee*” means the guarantee agreement of the Debtor with respect to each of the TOPrS.

101. “*TOPrS Trust Guarantee Trustee*” means the guarantee trustees of each of the TOPrS Trust Guarantees.

102. “*TOPrS Trust Indenture*” means the declarations of trust governing each of the TOPrS Trusts.

103. “*TOPrS Trust Indenture Trustee*” means the indenture trustees of each of the TOPrS Trusts.

104. “*TOPrS Unsecured Claims*” means Claims on account of the \$\_\_\_\_\_ million in TOPrS Debentures issued to the TOPrS Trusts and any guarantees related thereto.

105. “*Tricadia*” means, collectively, Tricadia CDO Management, LLC and Mariner - Tricadia Credit Strategies Master Fund, Ltd.

106. “*Tricadia Fees*” means the reasonable, documented fees and expenses (including, without limitation, professional fees and expenses) of Tricadia incurred from and after January 1, 2011 through the Effective Date related to the Plan or any prior chapter 11 plan (including with respect to potential modifications thereof), the Disclosure Statement and all other Plan documents and matters related thereto. For the avoidance of doubt, the Tricadia Fees shall expressly exclude any fees and expenses incurred in connection with the acquisition of ownership of or rights with respect to TOPrS Unsecured Claims.

107. “*Unimpaired*” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

108. “*U.S. Trustee*” means the United States Trustee appointed under Article 591 of title 28 of the United States Code to serve in the Northern District of Illinois.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neutral gender shall include the masculine, feminine and the neutral gender; (b) any reference herein to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions;

(c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) the words "herein," "hereof" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or Allowed hereby.

3. All references herein to monetary figures shall refer to currency of the United States of America.

C. *Exhibits*

The Plan Supplement shall include, among other things: (i) a list of executory contracts to be assumed or rejected; (ii) a list of Causes of Action; (iii) the bylaws of the Reorganized Debtor; (iv) the charter of the Reorganized Debtor; (v) the complete terms of the New Series A Common Stock and any other series of Common Stock that may be issued on account of part of the Cash Election Entitlement; (vi) the investment guidelines for the Cash Election Entitlement Segregated Account; (vii) the identity of the trustee of the Litigation Trust; (viii) the budget for the Creditors' Designee; and (ix) the identity of the Creditors' Designee. The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court not later than ten (10) days prior to the deadline for filing objections to confirmation of the Plan. Such exhibits may be inspected in the office of the Clerk of the Bankruptcy Court during normal hours of operation of the Bankruptcy Court and shall also be posted by the Debtor at <http://bmcgroup.com/corus>. Holders of Claims or Equity Interests may also obtain a copy of such exhibits, once filed, by calling BMC Group, Inc. at (888) 909-0100 or by a written request sent to the following addresses:

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
Attn: David Seligman, P.C.  
Attn: Jeffrey Gettleman

-or- BMC Group, Inc.  
18750 Lake Drive East  
Chanhassen, MN 55317  
Attn: Kevin Martin

**ARTICLE II.**

**ADMINISTRATIVE AND PRIORITY CLAIMS**

A. *Administrative Claims*

Subject to the provisions of sections 328, 330(a) and 331 of the Bankruptcy Code, the Debtor or Reorganized Debtor, as applicable, shall pay each Holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash: (i) on the Effective Date or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as practicable thereafter); (ii) if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (iii) at such later time as may be agreed upon by such Holder and the Debtor or Reorganized Debtor, as applicable; or (iv) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. *Priority Tax Claims*

The Reorganized Debtor shall pay each Holder of an Allowed Priority Tax Claim the full unpaid amount of such Allowed Priority Tax Claim in Cash, on or as soon as practicable after the latest of: (i) the Effective Date; (ii) the

date such Allowed Priority Tax Claim becomes Allowed; and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

##### A. *Summary*

1. This Plan constitutes a chapter 11 plan for the Debtor. Except for Administrative Claims and Priority Tax Claims, all Claims against and Equity Interests in the Debtor are placed in Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The table in Article III.A.3 classifies Claims against and Equity Interests in the Debtor for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class, other than for voting purposes, only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

##### 3. *Summary of Classification and Treatment of Classified Claims and Equity Interests*

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Secured Claims	Unimpaired	No (deemed to accept)
2	Non-FDIC Priority Claims	Unimpaired	No (deemed to accept)
3	FDIC Priority Claims	Impaired	Yes
4	TOPrS Unsecured Claims	Impaired	Yes
5	FDIC Non-Priority Claims	Impaired	Yes
6	Other Unsecured Claims	Impaired	Yes
7	510(b) Subordinated Claims	Impaired	No (deemed to reject)
8	Equity Interests	Impaired	No (deemed to reject)

4. Any portion of a Claim against the Debtor that arises from the rescission of or asserts damages related to the purchase or sale of an Equity Interest shall, on the Effective Date, be classified as a 510(b) Subordinated Claim in Class 7 regardless of the classification given to such Claim at the time of its filing. The Notice, Claims and Solicitation Agent is authorized and directed to reclassify any such Claim on the Claims Register.

##### B. *Classification and Treatment of Claims and Equity Interests*

###### 1. *Class 1—Secured Claims*

(a) *Classification:* Class 1 consists of all Secured Claims.

(b) *Impairment and Voting:* Class 1 is Unimpaired by the Plan. Each Holder of a Secured Claim is presumed to accept and therefore is not entitled to vote to accept or reject the Plan.

(c) *Treatment:* Except to the extent that a Holder of a Secured Claim against the Debtor agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release and discharge of each Secured Claim, each Holder of an Allowed Secured Claim shall, at the sole option of the Debtor or Reorganized Debtor as applicable: (i) be paid in full in Cash, or (ii) receive the collateral securing its Allowed Secured Claim, plus postpetition interest to the extent required under section 506(b) of the Bankruptcy Code, in each case on the later of the Effective Date and the date such Secured Claim becomes an Allowed Secured Claim, or as soon as practicable thereafter.

2. *Class 2—Non-FDIC Priority Claims*

(a) *Classification*: Class 2 consists of all Non-FDIC Priority Claims.

(b) *Impairment and Voting*: Class 2 is Unimpaired by the Plan. Each Holder of a Non-FDIC Priority Claim is presumed to accept and therefore is not entitled to vote to accept or reject the Plan.

(c) *Treatment*: On or as soon as practicable after the Effective Date, the Reorganized Debtor shall pay each Holder of an Allowed Non-FDIC Priority Claim, in full and final satisfaction of such Allowed Non-FDIC Priority Claim, Cash equal to the full amount of its Claim, unless the Holder otherwise agrees to less favorable treatment, on or as soon as practicable after the latest of: (i) the Effective Date; (ii) the date such Allowed Non-FDIC Priority Claim becomes Allowed; and (iii) the date such Allowed Non-FDIC Priority Claim is payable under applicable non-bankruptcy law.

3. *Class 3—FDIC Priority Claims*

(a) *Classification*: Class 3 consists of all FDIC Priority Claims.

(b) *Impairment and Voting*: Class 3 is Impaired by the Plan. Each Holder of a Claim that, if Allowed, would constitute an FDIC Priority Claim, is entitled to vote to accept or reject the Plan.

(c) *Treatment*: In full satisfaction, settlement, release, and compromise of and in exchange for each FDIC Priority Claim, the Reorganized Debtor shall pay each Holder of an FDIC Priority Claims on the Initial Distribution Date and each Quarterly Distribution Date thereafter all Net Free Cash as such Net Free Cash is available on such distribution date until such FDIC Priority Claim is paid in full.

4. *Class 4—TOPrS Unsecured Claims*

(a) *Classification*: Class 4 consists of all TOPrS Unsecured Claims.

(b) *Impairment and Voting*: Class 4 is Impaired by the Plan. Each Holder of a TOPrS Unsecured Claim is entitled to vote to accept or reject the Plan.

(c) *Treatment*: In full satisfaction, settlement, release, and compromise of and in exchange for each TOPrS Unsecured Claim, each Holder of a TOPrS Unsecured Claim shall receive on the Initial Distribution Date its Pro Rata Distribution of the New Series A Common Stock or, if it so elects, such Holder shall receive the Cash Election Entitlement.

5. *Class 5—FDIC Non-Priority Claims*

(a) *Classification*: Class 5 consists of all FDIC Non-Priority Claims.

(b) *Impairment and Voting*: Class 5 is Impaired by the Plan. Each Holder of a Claim that, if Allowed, would constitute an FDIC Non-Priority Claim in Class 5 is entitled to vote to accept or reject the Plan.

(c) *Treatment*: In full satisfaction, settlement, release, and compromise of and in exchange for each FDIC Non-Priority Claim, each Holder of an FDIC Non-Priority Claim shall receive on the Initial Distribution Date its Pro Rata Distribution of the New Series A Common Stock or, if it so elects, such Holder shall receive the Cash Election Entitlement.

6. *Class 6—Other Unsecured Claims*

(a) *Classification*: Class 6 consists of all Other Unsecured Claims.

(b) *Impairment and Voting*: Class 6 is Impaired by the Plan. Each Holder of an Other Unsecured Claim in Class 6 is entitled to vote to accept or reject the Plan.

(c) *Treatment*: In full satisfaction, settlement, release, and compromise of and in exchange for each Other Unsecured Claim, each Holder of an Allowed Other Unsecured Claim shall receive on the Initial Distribution Date its Pro Rata Distribution of the New Series A Common Stock or, if it so elects, such Holder shall receive the Cash Election Entitlement.

7. *Class 7—510(b) Subordinated Claims*

(a) *Classification*: Class 7 consists of all 510(b) Subordinated Claims.

(b) *Impairment and Voting*: Class 7 is Impaired by the Plan. Each Holder of a 510(b) Subordinated Claim in Class 5 is conclusively presumed to reject the Plan and is not entitled to vote to accept or reject the Plan.

(c) *Treatment*: All Holders of 510(b) Subordinated Claims in Class 7 shall not receive any Distribution.

8. *Class 8—Equity Interests*

(a) *Classification*: Class 8 consists of all Equity Interests in the Debtor.

(b) *Impairment and Voting*: Class 8 is Impaired by the Plan. Each Holder of an Equity Interest in Class 8 is conclusively presumed to reject the Plan and is not entitled to vote to accept or reject the Plan.

(c) *Treatment*: All Holders of Equity Interests in Class 8 shall not receive any Distribution. As set forth in Article IV.D, immediately thereafter such Equity Interests shall be deemed cancelled, terminated and of no further force or effect.

**ARTICLE IV.**

**MEANS FOR IMPLEMENTATION OF THE PLAN**

A. *Corporate Existence*

Except as otherwise provided in the Plan or Plan Supplement, the Debtor shall continue to exist after the Effective Date as a separate corporate Entity with all the powers of a corporation pursuant to the applicable law in the jurisdiction in which the Debtor is incorporated or formed and pursuant to the certificate of incorporation, charter and bylaws in effect prior to the Effective Date, except to the extent the Debtor elects to reincorporate in another jurisdiction or make any other amendments to such certificate of incorporation, charter or bylaws, pursuant to documents contained in the Plan Supplement, in which case such documents in effect prior to the Effective Date are deemed to be amended pursuant to the Plan and require no further action or approval.

B. *Periodic Reports to be Filed by the Reorganized Debtor*

The Reorganized Debtor shall File periodic reports, no less than quarterly, listing (i) the amount of Free Cash, (ii) the amount of Net Free Cash, (iii) the amount of Free Cash that has been spent since the Effective Date for the ordinary costs to administer and implement the Plan and the ordinary course business expenses related to the assets identified in (b)(i) through (iv) of the definition of Free Cash, (iv) the amount of Free Cash that has currently been reserved for the ordinary costs to administer and implement the Plan and the ordinary course business expenses related to the assets identified in (b)(i) through (iv) of the definition of Free Cash, (v) the amount of the Disputed Reserve, (vi) the status of litigation involving Material Causes of Action, and (vii) the fees and expenses of the Debtor's Designee and the Creditors' Designee. To the extent not previously filed with the Bankruptcy Court, the first such periodic report shall identify by name and Claim amount the Creditors electing the Cash Election Entitlement. The Plan Committee shall approve each such periodic report, and may redact any portion of such report that it determines in

good faith contains confidential, competitive, or other sensitive information; provided, however, that unredacted versions of such periodic reports shall be supplied to the Creditors' Designee subject to a confidentiality agreement between the Creditors' Designee and the Reorganized Debtor to be negotiated in good faith.

C. *Directors/Officers of the Debtor on the Effective Date; Rights of Debtor's Designee and Creditors' Designee; Litigation Trust*

1. On the Effective Date, the persons then acting as directors and officers of the Debtor shall be released and discharged from all further authority, duties, responsibilities and obligations relating to and arising from the Debtor or the Chapter 11 Case. Nothing contained in this Article IV.B shall release the Debtor's officers and directors from claims for actions taken before the Effective Date other than as provided in Article IX.

2. The New Board shall consult with the Debtor's Designee regarding any activities of the Reorganized Debtor directly related to defense of any FDIC Priority Claims, regulatory matters or other matters directly related to decisions of the Debtor's board of directors prior to the Effective Date (unless to do so would in the good faith opinion of the New Board undermine such activities). The Debtor's Designee is entitled to reimbursement by the Reorganized Debtor of reasonable fees and expenses (including any attorney's fees) not to exceed \$1,500 in any one month period. After the Debtor's Designee's initial one year term has expired, the New Board shall have the discretion to reappoint or eliminate the Debtor's Designee.

3. As of the Effective Date, the Plan Committee shall be created and shall consist of three Independent members of the New Board identified in the Plan Supplement. The Plan Committee shall oversee and have decision-making authority regarding any litigation and/or settlement of Causes of Action and the administration of Distributions. The fiduciary duties of the members of the Plan Committee (in their capacity as Plan Committee members) shall run to all parties entitled to Distributions under the Plan, whether or not such beneficiaries have elected the Cash Election Entitlement. The Plan Committee shall consult with the Plan Committee Consultant regarding any material decision in connection with a Material Cause of Action, including without limitation any decision to make, reject or accept any offer of settlement with respect thereto. The Plan Committee Consultant cannot be replaced except by resignation or death, and in such case the successor shall be selected by the Plan Committee and approved by the Bankruptcy Court. The Creditors' Designee shall have the right to object to any replacement for the Plan Committee Consultant. The Reorganized Debtor shall seek approval of any settlement of a Material Cause of Action from the Bankruptcy Court by the filing of an appropriate motion, and such approval shall only come after a hearing, upon notice to the Creditors' Designee and to all parties requesting service pursuant to Bankruptcy Rule 2002. The Plan Committee shall, at least quarterly, consider the calculation of Residual Net Free Cash, including the following factors, among other things: (a) the amount of Cash in such Account; (b) the pending Claims against the Estate; (c) the status of litigation of any Causes of Action; (d) the appropriate reserves for such Causes of Action; (e) any administrative and related costs of administering the Plan; and (f) the length of time since the Effective Date and the previous distribution of Residual Net Free Cash.

4. The Creditors' Designee shall have consultation rights with respect to Material Causes of Action, including without limitation the decision to make, reject or accept any offer of settlement in respect thereto. The Creditors' Designee shall also have the right: (a) to receive notice of, and to object to, any motion filed with the Bankruptcy Court seeking approval of any settlement of any Material Causes of Action and (b) if any material decision is made by the Plan Committee with respect to a Material Cause of Action over the objection of the Plan Committee Consultant, to receive disclosure by the Plan Committee of such decision and the Plan Committee Consultant's objection and then to have an opportunity to communicate the Creditors' Designee's position to the Plan Committee. The Creditors' Designee is entitled to reimbursement by the Reorganized Debtor of reasonable fees and expenses (including any attorney's fees) to object or otherwise respond to any settlement motion and (subject to a budget with a cap agreed to by the Debtor and contained in the Plan Supplement) to fulfill its rights to consult as set forth herein; provided, however, that in either event any such fees and expenses shall reduce Net Free Cash. Any dispute as to the reasonableness of fees and expenses of the Creditors' Designee shall be determined by the Bankruptcy Court. The Creditors' Designee's term shall expire when all Material Causes of Action have been adjudicated by Final Order or settled.

5. On the Effective Date, the Reorganized Debtor shall establish the Litigation Trust to hold the Former Officer Causes of Action. The Debtor shall appoint the trustee of the Litigation Trust as set forth in the Plan



Supplement. For the avoidance of doubt, any proceeds of the Litigation Trust shall be distributed Pro Rata to Holders of Claims that elect to receive the Cash Election Entitlement and the holders of New Series A Common Stock.

D. *Cancellation of TOPrS Debentures, TOPrS and Equity Interests*

1. On the Effective Date, except to the extent otherwise provided herein, all notes, stock, instruments, certificates and other documents evidencing the TOPrS Unsecured Claims and Equity Interests, including the TOPrS Documents and the TOPrS shall be deemed automatically canceled, shall be of no further force, whether surrendered for cancellation or otherwise, and the obligations of the Debtor thereunder or in any way related thereto shall be discharged.

2. Notwithstanding anything to the contrary contained in this Article IV.C, (a) the TOPrS Documents will continue in effect solely for purposes of (i) allowing the applicable TOPrS Indenture Trustee to receive and make the Distributions to be made pursuant to this Plan on account of TOPrS Unsecured Claims, from Distributions received from the Reorganized Debtor in accordance with this Plan, and (ii) permitting such TOPrS Indenture Trustee to maintain any rights or Liens it may have under the applicable TOPrS Documents to receive TOPrS Indenture Trustee Fees and indemnification, provided that the Debtor or Reorganized Debtor, as applicable, will not have any obligation to any TOPrS Indenture Trustee for payment of any such TOPrS Indenture Trustee Fees or indemnifications except as otherwise provided in this Plan, and (b) the TOPrS Debentures issued under such agreements will continue in effect solely for the purposes of permitting Holders thereof to receive Distributions from the applicable TOPrS Indenture Trustee in accordance with the Plan (including Article V.B.1 of the Plan).

3. Subject to the process described below, as soon as practicable after the Effective Date, the Reorganized Debtor shall pay the TOPrS Indenture Trustee Fees. As a precondition to payment of any TOPrS Indenture Trustee Fees incurred prior to the Effective Date, each TOPrS Indenture Trustee shall, at any time after the Effective Date and before the date that is thirty (30) days after the Effective Date, submit to the Reorganized Debtor and the U.S. Trustee its invoices for payment of such TOPrS Indenture Trustee Fees. Each TOPrS Indenture Trustee shall also submit a statement reflecting the total amount sought pursuant to such invoice to each other TOPrS Indenture Trustee. The Reorganized Debtor shall, as soon as practicable thereafter, but in no event earlier than twenty (20) days after receipt thereof, and unless the Reorganized Debtor objects thereto or has received an objection thereto from the U.S. Trustee or another TOPrS Indenture Trustee, reimburse the TOPrS Indenture Trustee in Cash for such TOPrS Indenture Trustee Fees; *provided, however*, that in exchange for such payment, the TOPrS Indenture Trustee shall not assert a possessory Lien for such payment on any Distribution made to and retained by the TOPrS Indenture Trustee under the Plan on behalf of the Holders of the TOPrS Unsecured Claims. In the event any such objection as to reasonableness of the TOPrS Indenture Trustee Fees (which shall be the only basis for objection) is made or received (which objection shall be made in writing and served on the Reorganized Debtor and the TOPrS Indenture Trustee whose TOPrS Indenture Trustee Fees are the subject of such objection within fifteen (15) days of receipt of the applicable invoice or statement, but need not be filed with the Bankruptcy Court), the Reorganized Debtor shall, as soon as practicable after such objection period has run, reimburse such TOPrS Indenture Trustee in Cash only for the unobjected to portion of such TOPrS Indenture Trustee Fees. In the event the parties are unable to resolve the objection, the applicable TOPrS Indenture Trustee may file a motion or application with the Bankruptcy Court in accordance with Article XI.A of the Plan seeking a determination concerning the reasonableness of the disputed portion of the TOPrS Indenture Trustee Fees and any fees, costs and expense in connection with prosecuting such motion or application as the Court may permit. Subsequent submissions by a TOPrS Indenture Trustee of TOPrS Indenture Trustee Fees incurred after the Effective Date may be made from time to time, but no more frequently than monthly, in the same manner (and with the same objection and payment procedures) as set forth above. Nothing herein shall be construed as an agreement by the TOPrS Indenture Trustee to a waiver of its possessory Lien for any amounts not paid pursuant to this provision, including, without limitation, any fees and expenses (including the fees and expenses of its professionals) of any TOPrS Indenture Trustee accrued prior to the Petition Date.

4. Subject to the process described below, as soon as practicable after the Effective Date, the Reorganized Debtor shall pay the Tricadia Fees. As a precondition to payment of any Tricadia Fees, Tricadia shall, at any time after the Effective Date and before the date that is thirty (30) days after the Effective Date, submit to the Reorganized Debtor and the U.S. Trustee its invoices for payment of such fees and expenses. The Reorganized Debtor shall, as soon as practicable thereafter, but in no event earlier than twenty (20) days after receipt thereof, and unless the Reorganized Debtor objects thereto or has received an objection thereto from the U.S. Trustee, reimburse Tricadia in Cash for such Tricadia Fees. In the event any such objection as to reasonableness of the Tricadia Fees (which shall be

the only basis for objection), is made or received (which objection shall be made in writing and served on the Reorganized Debtor and Tricadia within fifteen (15) days of receipt of the applicable invoice or statement, but need not be filed with the Bankruptcy Court), the Reorganized Debtor shall, as soon as practicable after such objection period has run, reimburse Tricadia in Cash only for the unobjected to portion of the Tricadia Fees. In the event the parties are unable to resolve the objection, Tricadia may file a motion or application with the Bankruptcy Court in accordance with Article XI.A of the Plan seeking a determination concerning the reasonableness of the disputed portion of the Tricadia Fees and any fees, costs and expense in connection with prosecuting such motion or application as the Court may permit.

E. *Reorganized Debtor Securities*

1. The Reorganized Debtor's equity interests shall consist of New Series A Common Stock, and, if the Debtor elects (if necessary to cause Section 382(l)(5) of the Internal Revenue Code to apply to the Plan), a separate series or class of Common Stock on account of part of the Cash Election Entitlement. On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtor shall issue or reserve for issuance all securities to be issued pursuant to the terms of the Plan, without need for any further corporate or shareholder action. Shares of New Series A Common Stock and any separate series or class of Common Stock on account of the Cash Election Entitlement, depending on the election of the applicable Holder of a particular General Unsecured Claim, shall be issued Pro Rata to (a) Holders of Allowed TOPrS Unsecured Claims, (b) Holders of Allowed FDIC Non-Priority Claims, and (c) Holders of Allowed Other Unsecured Claims.

2. To the extent the Debtor chooses (if necessary to cause Section 382(l)(5) of the Internal Revenue Code to apply to the Plan) to issue a separate series or class of common stock on account of part of the Cash Election Entitlement, each Holder who elects to receive the Cash Election Entitlement:

(a) shall be entitled on account of such separate series or class of common stock to a pro rata share (such share to be calculated based on such holder's number of shares of such security divided by the total outstanding shares as of the Effective Date of New Series A Common Stock and the additional common stock issued to Holders who elect to receive the Cash Election Entitlement) of any Residual Net Free Cash that constitutes net proceeds of the FDIC Cause of Action, pursuant to redemption upon the terms set forth in the Reorganized Debtor's charter upon entry of a Final Order resolving the FDIC Cause of Action; and

(b) shall also be entitled to a right of payment on the Initial Distribution Date and each subsequent Quarterly Distribution Date equal to such holder's Pro Rata share of Residual Net Free Cash that does not constitute the proceeds of the FDIC Cause of Action.

F. *Section 1145 Exemption*

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of any securities pursuant to the Plan and any and all settlement agreements incorporated herein shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act to the maximum extent permitted thereunder and any other applicable law requiring registration prior to the offering, issuance, distribution or sale of securities. In addition, except as otherwise provided in the Plan, under section 1145 of the Bankruptcy Code, any securities contemplated by the Plan and any and all settlement agreements incorporated therein will be freely tradable by the recipients thereof, subject to (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (2) the restrictions, if any, on the transferability of such securities and instruments; and (3) applicable regulatory approval.

G. *Restructuring Transactions*

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtor may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of

transfer, assignment, assumption or delegation of any property, right, liability, duty or obligation on terms consistent with the terms of the Plan; (3) the filing of appropriate certificates of incorporation, charter, merger or consolidation with the appropriate governmental authorities pursuant to applicable law; and (4) all other actions that the Reorganized Debtor determines are necessary or appropriate.

H. *Corporate Action*

Each of the matters provided for by the Plan involving the corporate structure of the Debtor or corporate, financing or related actions to be taken by or required of the Reorganized Debtor shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan (except to the extent otherwise indicated), and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by Holders of Claims or Equity Interests, the directors of the Debtor or any other Entity. Without limiting the foregoing, such actions will include: the adoption and (as applicable) filing of amended and restated certificate of incorporation, charter, bylaws and other governance documents; the appointment of officers and (as applicable) directors for the Reorganized Debtor; the issuance of the New Series A Common Stock and any security or instrument issued by the Reorganized Debtor on account of part of the Cash Election Entitlement, and all related documents and instruments (as applicable). The Reorganized Debtor shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and conditions of the Plan.

I. *Effectuating Documents; Further Transactions*

On and after the Effective Date, the Reorganized Debtor, and the officers and members of the New Board thereof, are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtor, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

J. *Exemption from Certain Transfer Taxes and Recording Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from the Debtor to the Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtor or the Reorganized Debtor; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, sales tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

K. *Board Representation*

The New Board shall be disclosed in the Plan Supplement prior to the Confirmation Date in accordance with section 1129(a)(5) of the Bankruptcy Code. The initial members of the New Board shall serve staggered terms of one, two and three years, as designated. After the initial terms have expired, the members of the New Board shall be elected on a staggered three-year basis by the holders of New Series A Common Stock and any other series or class of Common Stock that may be issued by the Reorganized Debtor on account of part of the Cash Election Entitlement pursuant to the Reorganized Debtor's certificate of incorporation.

L. *Senior Management*

Senior management of the Reorganized Debtors shall be disclosed in the Plan Supplement prior to the Confirmation Date in accordance with section 1129(a)(5) of the Bankruptcy Code.

M. *Committee*

As of the Effective Date, the Committee shall dissolve, and its members shall be released and discharged from all further authority, duties, responsibilities and obligations relating to and arising from the Chapter 11 Case. The retention and employment of the Professionals retained by the Committee shall terminate as of the Effective Date, *provided, however*, that the Committee shall exist, and its Professionals shall be retained, after such date solely with respect to applications Filed pursuant to sections 330 and 331 of the Bankruptcy Code.

N. *Vesting of Assets in the Reorganized Debtor*

Except as otherwise provided in this Plan or in any agreement, instrument or other document relating thereto, on or after the Effective Date pursuant to section 1141 of the Bankruptcy Code, all property of the Estate and any property acquired by the Debtor pursuant hereto shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances. Except as may be provided in this Plan or the Confirmation Order, including without limitation with respect to the Cash Election Entitlement Segregated Account, on and after the Effective Date, the Reorganized Debtor may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

O. *Prohibition Against Pledging Assets*

Notwithstanding anything to the contrary contained herein, the Reorganized Debtor shall be precluded from, and the Confirmation Order shall expressly prohibit the Reorganized Debtor from, pledging any interest in (a) the Disputed Reserve or the assets therein; (b) the Cash Election Entitlement Segregated Account or the assets therein; or (c) any assets, or the proceeds thereof, that are or could become part of the Cash Election Entitlement, including without limitation any Causes of Action or the proceeds thereof. The Confirmation Order shall also provide that any such pledge in violation of Article [IV.O.] of the Plan is null and void.

P. *Deregistration*

As soon after the Effective Date as is practicable, the Reorganized Debtor shall ~~file~~terminate its registration under the Securities and Exchange Act of 1934 by filing a Form 15 “Certification and Notice of Termination of Registration Under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports Under Sections 12 and 15(d) of the Securities and Exchange Act of 1934” with the United States Securities and Exchange Commission ~~or to~~and shall otherwise comply with the statutory or regulatory requirements of a publicly traded company, including, but not limited to, seeking to deregister the Equity Interests.

Q. *Allowance of TOPrS Unsecured Claims*

1. The TOPrS Unsecured Claims are deemed to be Allowed Claims in the following amounts:

Corus Statutory Trust I (established as of June 26, 2003) ~~—[\$ ]=~~ \$30,465,407

Corus Statutory Trust II (established as of June 24, 2003) ~~—[\$ ]=~~ \$22,167,798

Corus Statutory Trust III (established as of September 17, 2003) ~~—[\$ ]=~~ \$49,784,605

Corus Statutory Trust IV (established as of November 24, 2003) ~~—[\$ ]=~~ \$33,150,706

Corus Statutory Trust V (established as of December 17, 2003) ~~—[\$ ]=~~ \$55,219,786

Corus Statutory Trust VI (established as of May 18, 2004) ~~—[\$ ]=~~ \$27,411,216

Corus Statutory Trust VII (established as of September 20, 2004) ~~— [\$ ]~~ \$54,621,802

Corus Statutory Trust VIII (established as of March 15, 2005) ~~— [\$ ]~~ \$27,091,835

Corus Statutory Trust IX (established as of June 23, 2005) ~~— [\$ ]~~ \$27,006,006

Corus Statutory Trust X (established as of September 15, 2005) ~~— [\$ ]~~ \$26,938,289

Corus Statutory Trust XI (established as of December 19, 2005) ~~— [\$ ]~~ \$26,896,674

Corus Statutory Trust XII (established as of March 29, 2006) ~~— [\$ ]~~ \$26,958,979

Corus Statutory Trust XIII (established as of June 27, 2007) ~~— [\$ ]~~ \$21,789,683

~~2.~~ Holders of TOPrS Unsecured Claims shall receive a Distribution of New Series A Common Stock or the Cash Election Entitlement, as determined by such Holder's election, on the Initial Distribution Date based on the Allowed amount of such TOPrS Unsecured Claim in accordance with Article IV.Q.1.

## ARTICLE V.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### A. *Initial Distribution Date*

On the Initial Distribution Date or as soon thereafter as is reasonably practicable, the Reorganized Debtor shall make the Distributions required to be made under the Plan.

#### B. *Disputed Reserve*

##### 1. Establishment of Disputed Reserve

On the Initial Distribution Date, and after making all Distributions required to be made on such date under the Plan, the Reorganized Debtor shall establish a separate Disputed Reserve for Disputed Claims, which Disputed Reserve shall be administered by the Reorganized Debtor. The Reorganized Debtor shall reserve a number of shares of New Series A Common Stock, an amount of Cash, or any other security or equity interest issued under the Plan, depending on the election of the Holder of such Disputed Claims and whether the Debtor elects to issue a security on account of part of the Cash Election Entitlement, sufficient to provide Holders of Disputed Claims the treatment such Holders would be entitled to receive under the Plan if all such Disputed Claims were to become Allowed Claims (or such lesser amount as may be estimated by the Bankruptcy Court in accordance with Article VI.D hereof).

##### 2. Maintenance of Disputed Reserve

The Reorganized Debtor shall hold unissued New Series A Common Stock and Cash in the Disputed Reserve in trust, segregated from and not to be commingled with any other assets of the Reorganized Debtor, for the benefit of the Holders of Claims ultimately determined to be Allowed. The Reorganized Debtor shall, in its sole discretion, distribute such amounts (net of any expenses, including taxes, relating thereto), as provided herein, as such Disputed Claims are resolved by a Final Order, and such New Series A Common Stock and Cash will be distributable in respect of such Disputed Claims as such amounts would have been distributable had the Disputed Claims been Allowed Claims as of the Effective Date.

#### C. *Establishment and Maintenance of Cash Election Entitlement Segregated Account*

On the Effective Date, and after making all Distributions required to be made on such date under the Plan, the Reorganized Debtor shall establish the Cash Election Entitlement Segregated Account, into which shall on that date and from time to time thereafter as it becomes available be deposited all Free Cash necessary and sufficient to make Distributions to Holders of Claims that elect to receive the Cash Election Entitlement. All Cash in the Cash Election Entitlement Segregated Account shall be held pursuant to investment guidelines contained in the Plan Supplement.

All expenditures that may reduce Free Cash to Net Free Cash may be paid from the Cash Election Entitlement Segregated Account. The Confirmation Order shall provide that such account shall be segregated from, and shall not be commingled with, any other assets of the Reorganized Debtor, shall not be, and shall not be considered to be, property of the Reorganized Debtor or subject to claims by creditors of the Reorganized Debtor, and shall be held in trust for the sole benefit of Holders of Claims that elect to receive the Cash Election Entitlement.

D. *Quarterly Distributions*

On each Quarterly Distribution Date or as soon thereafter as is reasonably practicable, the Reorganized Debtor shall make the Distributions required to be made under the Plan on such date. Any Distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that Distribution is not an Allowed Claim on such date, shall be held by the Reorganized Debtor as applicable, in the Disputed Reserve pursuant to Article V.B.2 and distributed on the first Quarterly Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any Distribution paid on a Quarterly Distribution Date in accordance with this Article V.C. Distributions from the Cash Election Entitlement Segregated Account shall be supervised by the Plan Committee.

E. *Record Date for Distributions*

Except as otherwise provided in a Final Order of the Bankruptcy Court or as otherwise stipulated by the Debtor or Reorganized Debtor, as applicable, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the Holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Reorganized Debtor shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Reorganized Debtor shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the Proof of Claim Filed with respect thereto or on the Schedules as the Holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are known to the Reorganized Debtor as applicable, as of the Distribution Record Date.

F. *Delivery of Distributions*

1. General Provisions; Undeliverable Distributions

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the Holders of Allowed Claims shall be made by the Reorganized Debtor at (i) the address of each Holder as set forth in the Schedules, unless superseded by the address set forth on Proofs of Claim Filed by such Holder or (ii) the last known address of such Holder if no Proof of Claim is Filed or if the Debtor or Reorganized Debtor, as applicable, has been notified in writing of a change of address; *provided, however*, that Distributions paid by the Reorganized Debtor for the benefit of Holders of TOPrS Debentures and the TOPrS shall be made to the appropriate TOPrS Indenture Trustee under the respective TOPrS Indenture for such obligations. Each such TOPrS Indenture Trustee shall, in turn, administer the distributions to the respective holders of TOPrS Unsecured Claims in accordance with the Plan and the applicable TOPrS Indentures. Distribution to a TOPrS Indenture Trustee shall be promptly remitted by such TOPrS Indenture Trustee to the Holders of the TOPrS Unsecured Claims entitled thereto (i.e., the Holder of the relevant TOPrS on the applicable Distribution Record Date) in accordance with this Plan and the TOPrS Indentures, and each such Distribution by the Debtor to a TOPrS Indenture Trustee shall be deemed to have discharged the obligation of the Debtor to make such Distribution to the Holders of TOPrS Unsecured Claims represented by such TOPrS Indenture Trustee. The TOPrS Indenture Trustees shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. The TOPrS Indenture Trustees shall only be required to make distributions in accordance with the terms of the Plan and the respective TOPrS Indenture and shall have no liability for actions taken in accordance with the Plan or in reliance upon information provided to the TOPrS Indenture Trustees in accordance with the Plan, except for liabilities resulting from their own gross negligence or willful misconduct. If any Distribution is returned as undeliverable, the Reorganized Debtor may, in its discretion, make such efforts to determine the current address of the Holder of the Claim with respect to which the Distribution was made as the Reorganized Debtor deems appropriate, but no Distribution to any Holder shall be made unless and until the Reorganized Debtor has determined the then-current address of the Holder, at which time the Distribution to such Holder shall be made to the Holder without interest. Amounts in respect of any undeliverable Distributions made

by the Reorganized Debtor shall be returned to, and held in trust by, the Reorganized Debtor, until the Distributions are claimed or are deemed to be unclaimed property under section 347(b) of the Bankruptcy Code as set forth below in Article V.F.2. The Reorganized Debtor shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; *provided, however*, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

## 2. Unclaimed Property

Except with respect to property not distributed because it is being held in the Disputed Reserve, Distributions that are not claimed by the expiration of one year from the Initial Distribution Date or Quarterly Distribution Date applicable to such Distribution, shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code and shall vest or re-vest in the Reorganized Debtor, and the Claims with respect to which those Distributions are made shall be automatically canceled. After the expiration of such one-year period, the Claim of any Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Reorganized Debtor to attempt to locate any Holder of an Allowed Claim. Except as otherwise provided herein, all funds or other property that vests or re-vests in the Reorganized Debtor pursuant to this Article shall be distributed by the Reorganized Debtor in accordance with the provisions of the Plan.

## G. *Surrender of Canceled Instruments and Securities*

### 1. Generally

Except as set forth in Article V.H hereof, as a condition precedent to receiving any Distribution hereunder on account of an Allowed Claim evidenced by instruments, securities or other documentation canceled pursuant to Article IV.D hereof, other than securities held in book entry form through the Depository Trust Company, the Holder of such Claim shall tender such instrument, security or other documentation evidencing such Claim to the Reorganized Debtor. In the event an Allowed Claim is evidenced by securities held in book entry form through the Depository Trust Company, such securities shall be cancelled in accordance with usual Depository Trust Company practices. Any Distributions pursuant to the Plan on account of any Claim evidenced by such instruments, securities or other documentation, other than securities held in book entry form through the Depository Trust Company, shall, pending such surrender, be treated as an undeliverable Distribution in accordance with Article V.F hereof; *provided, however*, that Holders of the TOPrS shall tender the TOPrS to the TOPrS Trust Indenture Trustee and Holders of the TOPrS Debentures shall tender the TOPrS Debentures to the TOPrS Debenture Indenture Trustee. All payments to Holders of TOPrS Unsecured Claims, other than TOPrS Unsecured Claims evidenced by securities held by the Depository Trust Company, shall only be made after such surrender, or in the event such certificate is lost, stolen, mutilated or destroyed, upon the Holder's compliance with the requirements set forth in Article V.H. Upon surrender of such TOPrS, the TOPrS Trust Indenture Trustee shall cancel and destroy such TOPrS and upon surrender of such TOPrS Debentures, the TOPrS Debenture Indenture Trustee shall cancel and destroy such TOPrS Debentures. As soon as practicable after surrender of the TOPrS and the TOPrS Debentures, the TOPrS Indenture Trustee shall distribute to the Holder thereof, as the case may be, such Holder's Pro Rata share of the Distribution pursuant to the terms of the TOPrS Indenture, but subject to the rights of the TOPrS Indenture Trustee to assert (a) its charging Lien to the extent the TOPrS Indenture Trustee Fees or any other fees owed to such TOPrS Indenture Trustee under the TOPrS Indenture, including without limitation, fees and expenses (including fees and expenses of its professionals), accrued prior to the Petition Date, are not paid pursuant to the Plan; or (b) any other rights or arguments to payment other than asserting its charging Lien.

### 2. Failure to Surrender Canceled Instruments

If any Holder of an Allowed Claim evidenced by instruments, securities or other documentation canceled pursuant to Article IV.D hereof, fails to surrender such instrument, security or other documentation or comply with the provisions of Article V.G.1 hereof within one year after the Effective Date, its Claim for a Distribution under the Plan on account of such instrument, security, or other documentation shall be discharged, and such Holder shall be forever barred from asserting such Claim against the Reorganized Debtor or its property. In such case, any property held on account of such Claim shall be disposed of pursuant to the provisions set forth in Article V.F.2 hereof.

H. *Lost, Stolen, Mutilated or Destroyed Instrument or Security*

Any Holder of an Allowed Claim evidenced by instruments, securities or other documentation canceled pursuant to Article IV.D hereof that has been lost, stolen, mutilated or destroyed, shall, in lieu of surrendering such instrument, security or documentation: (i) deliver to the Reorganized Debtor (or in the case of the TOPrS Debentures or TOPrS, the applicable TOPrS Indenture Trustee) (a) an affidavit of loss reasonably satisfactory to the Reorganized Debtor (or in the case of the TOPrS Debentures or TOPrS, the applicable TOPrS Indenture Trustee) setting forth the unavailability of such instrument, security, or other documentation and (b) such additional security or indemnity as may reasonably be requested by the Reorganized Debtor to hold the Reorganized Debtor (or, in the case of the TOPrS Debentures or TOPrS, required by the applicable TOPrS Indenture Trustee to hold the applicable TOPrS Indenture Trustee) harmless from any damages, liabilities, or costs incurred in treating such Entity as a Holder of an Allowed Claim; and (ii) satisfy any other requirement under the TOPrS Indenture or any other relevant document. Upon compliance with this Article V.H by a Holder of an Allowed Claim evidenced by such instrument, security or other documentation, such Holder shall, for all purposes under the Plan, be deemed to have surrendered such instrument, security or other documentation.

I. *Manner of Cash Payments Under the Plan*

Cash payments made pursuant to the Plan shall be in United States dollars by checks drawn on a domestic bank selected by the Reorganized Debtor, or by wire transfer from a domestic bank, at the option of the Reorganized Debtor.

J. *Time Bar to Cash Payments by Check*

Checks issued by the Reorganized Debtor on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this Article V.J shall be made directly to the Reorganized Debtor by the Holder of the Allowed Claim to whom the check was originally issued. Any claim in respect of such voided check shall be made in writing on or before the later of the first anniversary of the Initial Distribution Date or Quarterly Distribution Date on which such check was issued. After that date, all Claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall revert in and become the property of the Reorganized Debtor as unclaimed property in accordance with section 347(b) of the Bankruptcy Code and be distributed as provided in Article V.F.2.

K. *Limitations on Funding of Disputed Reserve*

Except as expressly set forth in the Plan, neither the Debtor nor the Reorganized Debtor shall have any duty to fund the Disputed Reserve.

L. *Compliance with Tax Requirements*

In connection with making Distributions under the Plan, to the extent applicable, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. The Reorganized Debtor may withhold the entire Distribution due to any Holder of an Allowed Claim until such time as such Holder provides the necessary information to comply with any withholding requirements of any governmental unit. Any property so withheld will then be paid by the Reorganized Debtor to the appropriate authority. If the Holder of an Allowed Claim fails to provide the information necessary to comply with any withholding requirements of any governmental unit within six (6) months from the date of first notification to the Holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then such Holder's Distribution shall be treated as an undeliverable Distribution in accordance with Article V.F.

M. *No Payments of Fractional Dollars*

Notwithstanding any other provision of the Plan to the contrary, no payment of fractional dollars shall be made pursuant to the Plan. Whenever any payment of a fraction of a dollar under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding down of such fraction to the nearest whole dollar.



N. *Interest on Claims*

Except as specifically provided for in the Plan or the Confirmation Order, interest shall not accrue on Claims and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after that Disputed Claim becomes an Allowed Claim. Except as expressly provided herein or in a Final Order of the Bankruptcy Court, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

O. *No Distribution in Excess of Allowed Amount of Claim*

Notwithstanding anything to the contrary contained in the Plan, no Holder of an Allowed Claim shall receive in respect of that Claim any Distribution in excess of the Allowed amount of that Claim.

P. *Setoff and Recoupment*

The Reorganized Debtor may, but shall not be required to, set off against, or recoup from, any Claim and the Distributions to be made pursuant to the Plan in respect thereof, any Claims or defenses of any nature whatsoever that the Debtor, the Estate or the Reorganized Debtor may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtor, the Estate, or the Reorganized Debtor of any right of setoff or recoupment that any of them may have against the Holder of any Claim.

Q. *No Distribution to General Unsecured Creditors*

No Net Free Cash may be distributed to Holders of General Unsecured Claims until any FDIC Priority Claim is paid in full.

**ARTICLE VI.**

**DISPUTED CLAIMS**

A. *No Distribution Pending Allowance*

1. Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties and subject to the establishment of the Disputed Reserve, Distributions under the Plan on account of Disputed Claims that become Allowed after the Effective Date shall be made as soon as reasonably practicable after such Disputed Claims become Allowed Claims; *provided, however*, that (a) Disputed Administrative Claims with respect to liabilities incurred by the Debtor in the ordinary course of business during the Chapter 11 Case or assumed by the Debtor on or before the Effective Date that become Allowed after the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (b) Disputed Priority Tax Claims that become Allowed Priority Tax Claims after the Effective Date, unless otherwise agreed, shall be paid in accordance with the Plan.

2. No Partial Payments

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the Reorganized Debtor: (a) no partial payments and no partial Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any Distribution on the Allowed Claim (except to the extent such Allowed Claim is expressly Allowed pursuant to the Plan) unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order.

B. *Resolution of Disputed Claims*

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Reorganized Debtor shall have the right to the exclusion of all others (except as to the Professionals' applications for allowances of compensation and reimbursement of expenses under sections 330 and 503 of the Bankruptcy Code and as to TOPrS Indenture Trustee Fees and Tricadia Fees), to make, File, prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court, objections to Claims, and to administer and adjust the Claims Register to, among other things, reflect any such settlements, compromises and withdrawals. The costs of pursuing the objections to Claims shall be borne by the Reorganized Debtor.

C. *Objection Deadline*

All objections to Disputed Claims shall be Filed and served upon the Holders of each such Claim on or before the Claims Objection Bar Date, unless otherwise ordered by the Bankruptcy Court after notice and a hearing.

D. *Estimation of Claims*

At any time, subsequent to the Effective Date, the Reorganized Debtor may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by section 502(c) of the Bankruptcy Code regardless of whether the Debtor or Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection.

E. *Disallowance of Claims*

1. Except as otherwise agreed, any and all Proofs of Claim Filed after the applicable Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice or action, order or approval of the Bankruptcy Court, and Holders of such Claims may not receive any Distributions on account of such Claims, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed.

2. Notwithstanding Article VI.E.1, once Final Orders have been entered resolving all claims asserted in the FDIC Cause of Action and *Corus Bankshares, Inc. v. Federal Deposit Insurance Corporation*, Case No. 10-cv-05654 (N.D. Ill.), the FDIC shall be entitled to amend the timely-filed Proof of Claim Number 501 solely to the extent necessary to reflect the terms of any such Final Orders.

**ARTICLE VII.  
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

1. Any executory contracts and unexpired leases that are listed in the Plan Supplement as executory contracts or unexpired leases to be assumed, or are to be assumed pursuant to the terms hereof, shall be deemed assumed by the Debtor as of immediately prior to the Effective Date, and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

2. Any executory contracts and unexpired leases that have not expired by their own terms on or prior to the Effective Date, which the Debtors have not assumed or rejected during the pendency of the Chapter 11 Cases, which are not listed in the Plan Supplement as executory contracts or unexpired leases to be rejected, and that are not the subject of a motion to reject pending as of the Effective Date, shall be deemed assumed by the Debtors on the Effective Date. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such assumptions or rejections, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

3. The Plan shall constitute a motion to reject any executory contracts and unexpired leases listed in the Plan Supplement as executory contracts or unexpired leases to be rejected and the Debtors shall have no further liability thereunder. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any

such rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code and that the rejection thereof is in the best interest of the Debtors, their Estates and all parties in interest in the Chapter 11 Cases.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Claims created by the rejection of executory contracts and unexpired leases pursuant to Article VII.A of the Plan, or the expiration or termination of any executory contract or unexpired lease prior to the Effective Date, must be filed with the Bankruptcy Court and served on the Reorganized Debtor no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to Article VII.A for which Proofs of Claim are not timely filed within that time period will be forever barred from assertion against the Debtor, the Reorganized Debtor, the Estate, its successors and assigns, and its assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article IX.F.2(b). Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims under the Plan and shall be subject to the provisions of Article III of the Plan.

C. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

Any provisions or terms of the Debtor's executory contracts or unexpired leases to be assumed pursuant to the Plan that are, or may be, alleged to be in default, shall be satisfied solely by Cure or by an waiver of Cure agreed upon between the Debtor and applicable counterparty. Except with respect to executory contracts or unexpired leases in which the Debtor and the applicable counterparties have stipulated in writing to payment of Cure, all requests for payment of Cure must be Filed with the Notice, Claims and Solicitation Agent on or before the Cure Bar Date. Any request for payment of Cure that is not timely Filed shall be disallowed automatically and forever barred from assertion and shall not be enforceable against the Reorganized Debtor, without the need for any objection by the Reorganized Debtor or further notice to or action, order, or approval of the Bankruptcy Court, and any such Claim for Cure shall be deemed fully satisfied, released, and discharged, notwithstanding anything included in the Schedules or in any Proof of Claim to the contrary; provided, however, that nothing shall prevent the Reorganized Debtor from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtor also may settle any Cure without further notice to or action, order, or approval of the Bankruptcy Court.

If the Debtor or Reorganized Debtor, as applicable, object to any request for Cure or any other matter related to assumption, the Bankruptcy Court shall determine the Allowed amount of such Cure and any related issues. If there is a dispute regarding such Cure, the ability of the Reorganized Debtor or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtor or Reorganized Debtor and the counterparty to the executory contract or unexpired lease. Any counterparty to an executory contract or unexpired lease that fails to object timely to the proposed assumption of any executory contract or unexpired lease will be deemed to have consented to such assumption. The Debtor or Reorganized Debtor, as applicable, reserve the right, either to reject or nullify the assumption of any executory contract or unexpired lease no later than thirty days after a Final Order determining the Cure or any request for adequate assurance of future performance required to assume such executory contract or unexpired lease.

Assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time prior to the effective date of assumption.

D. *Reservation of Rights*

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtor that any such contract or lease is in fact an executory contract or unexpired lease or that the Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtor or Reorganized

Debtor, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

#### **ARTICLE VIII.**

##### **CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE**

**A. *Conditions to Confirmation:***

The following are conditions precedent to Confirmation that must be satisfied or waived in accordance with Article VIII.C:

1. The Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code.
2. All objections to confirmation of the Plan are either withdrawn, resolved or overruled.
3. The most current version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed.

**B. *Conditions Precedent to the Effective Date***

The following are conditions precedent to the Effective Date that must be satisfied or waived in accordance with Article VIII.C:

1. The Confirmation Order shall be in full force and effect; and
2. The Pension Plan shall have been terminated in accordance with applicable law.

**C. *Waiver of Conditions Precedent***

The Debtor, with the Committee's and Tricadia's consent (such consent not to be unreasonably withheld), may waive the occurrence of or modify any condition precedent in this Article VIII. Any such written waiver of a condition precedent set forth in this Article may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to consummate the Plan. The failure of the Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

#### **ARTICLE IX.**

##### **DISCHARGE, RELEASE, INJUNCTIVE AND RELATED PROVISIONS**

**A. *Discharge of Claims and Termination of Interests***

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Claims, Equity Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in, the Debtor, Reorganized Debtor or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Equity Interest based upon such Claim, debt, right, or Equity Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Equity Interest based upon such Claim, debt, right, or Equity

Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Equity Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Equity Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

B. *Compromise and Settlement*

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims and Equity Interests on the terms set forth herein. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims and Equity Interests, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable and in the best interests of the Debtor, the Estate and Holders of Claims and Equity Interests.

C. Releases

1. Releases of Third Parties by the Debtor. Notwithstanding anything contained in the Plan to the contrary, on the Effective Date and effective as of the Effective Date, the Debtor on behalf of itself and the Estate, for the good and valuable consideration provided by each of the Releasees, including, without limitation, the services of the Debtor's officers, employees and directors, hereby provides a full release to the Releasees (and each such Releasee so released shall be deemed released by the Debtor) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, derivative claims, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date, in law, at equity, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtor, including, without limitation, those that the Debtor or Reorganized Debtor would have been legally entitled to assert or that any Holder of a Claim against or Equity Interest in the Debtor or other Entity would have been legally entitled to assert for or on behalf of the Debtor, the Reorganized Debtor or the Estate and further including those in any way related to the Chapter 11 Case or the Plan; *provided, however*, that the foregoing provisions shall have no effect on the liability of any Releasee that results from any act or omission (a) that is determined in a Final Order to be solely due to such Releasee's own gross negligence or willful misconduct; or (b) with respect to Releasees that are or were accountants, investment bankers, financial advisors, or non-legal consultants to the Debtor, occurring prior to December 1, 2008. For the avoidance of doubt, nothing contained herein shall limit or restrict in any way the ability of the Reorganized Debtor to pursue Avoidance Actions against the issuers of the Excess Policies.

2. Releases of Third Parties by Others. ~~Subject to Article IX.C.5, notwithstanding~~ Notwithstanding anything contained in the Plan to the contrary, ~~other than the provisions of Article IX.C.5,~~ on the Effective Date and effective as of the Effective Date, the Releasing Parties shall be deemed to provide a full release to the Releasees and their respective property from any and all Causes of Action, whether known or unknown, whether for tort, contract, violations of federal or state securities laws or otherwise, and all direct claims, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtor, including those in any way related to the Chapter 11 Case or the Plan; *provided, however*, that the foregoing provisions shall have no effect on the liability of any Releasee that results from any act or omission that is determined in a Final Order to be solely due to such Releasee's own gross negligence or willful misconduct *provided, further, however* that other than as set forth in Article IX.C., nothing in the Plan or the Confirmation Order shall affect, release, enjoin or impact in any way the prosecution of any claims by the FDIC against any non-Debtor, including the Releasees.

3. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the releases set forth in this Article IX.C pursuant to Bankruptcy Rule 9019 and its finding that the releases are: (i) in exchange for the good and valuable consideration provided by the Releasees, a good faith settlement and compromise of the Claims released by releases set forth in this Article IX.C; (ii) in the best interests of the Debtor and all Holders of Claims; (iii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Debtor or Reorganized Debtor, the Committee, or the

Holders of Claims against the Debtor asserting any Claim released by the Releasing Parties set forth in this Article IX.C against any of the Releasees.

D. **Exculpation**

Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any and all claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating the Plan, the Disclosure Statement, or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other act taken after the Petition Date or omitted to be taken in connection with or in contemplation of the transactions occurring in the Chapter 11 Case; *provided, however*, that the foregoing provisions shall (a) have no effect on the liability of any Exculpated Party that results from any act or omission that is determined in a Final Order to be solely due to such Exculpated Party's own gross negligence or willful misconduct; and (b) not preclude any Entity from objecting to Accrued Professional Compensation or fees and expenses previously awarded that if unpaid would constitute Accrued Professional Compensation, TOPrS Indenture Trustee Fees in accordance with [Article IV.C.3] or Tricadia Fees in accordance with [Article IV.C.4].

E. **No Release of Co-Obligor or Joint Tortfeasor**

No provision of this Plan, including without limitation, any release or exculpation provision, shall modify, release, or otherwise limit the liability of any Entity other than the Releasees and the Exculpated Parties, including without limitation, any Entity that is a co-obligor, guarantor or joint tortfeasor of a Releasee or Exculpated Party or that otherwise is liable under theories of vicarious or other derivative liability.

F. **Preservation of Rights of Action**

1. **Vesting of Causes of Action**

(a) Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action other than the Former Officer Causes of Action that the Debtor may hold against any Entity shall vest upon the Effective Date in the Reorganized Debtor.

(b) Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtor shall have the exclusive right to institute, prosecute, abandon, settle or compromise any Causes of Action other than the Former Officer Causes of Action, in accordance with the terms of the Plan and without further order of the Bankruptcy Court, in any court or other tribunal of competent jurisdiction, including, without limitation, in an adversary proceeding filed in the Chapter 11 Case. Without limiting the generality of the foregoing, upon the Effective Date, the Reorganized Debtor shall be deemed substituted for the Debtor in any pending adversary proceedings to which the Debtor is a party, including, without limitation, the actions set forth in Article VI.E.2.

(c) Causes of Action other than the Former Officer Causes of Action and any recoveries therefrom shall remain the sole property of the Reorganized Debtor for the sole benefit of Entities entitled to Distributions under the Plan.

(d) The Former Officer Causes of Action shall vest upon the Effective Date in the Litigation Trust.

(e) The Litigation Trust shall have the exclusive right to institute, prosecute, abandon, settle or compromise the Former Officer Causes of Action, in accordance with the terms of the Plan, in any court or other tribunal of competent jurisdiction, including, without limitation, in an adversary proceeding filed in the Chapter 11 Case.

(f) The Former Officer Causes of Action and any recoveries therefrom shall remain the sole property of the Litigation Trust for the sole benefit of Entities entitled to Distributions under the Plan.

2. Preservation of All Causes of Action Not Expressly Settled or Released

(a) Unless a Cause of Action against a Holder or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including the Confirmation Order), the Reorganized Debtor expressly reserves such Cause of Action for later adjudication by the Reorganized Debtor (including, without limitation, Causes of Action not specifically identified or described in the Plan Supplement or elsewhere or of which the Debtor or Reorganized Debtor may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor or Reorganized Debtor at this time or facts or circumstances which may change or be different from those the Debtor or Reorganized Debtor now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan or Confirmation Order, except where such Causes of Action have been released in the Plan (including, without limitation, and for the avoidance of doubt, the releases contained in Article IX.C.1) or any other Final Order (including the Confirmation Order). In addition, the Debtor and the Reorganized Debtor expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

(b) Subject to the immediately preceding paragraph, any Entity to whom the Debtor has incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from the Debtor or a transfer of money or property of the Debtor, or who has transacted business with the Debtor, or leased equipment or property from the Debtor, should assume that any such obligation, transfer, or transaction may be reviewed by the Reorganized Debtor subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether: (i) such Entity has filed a Proof of Claim against the Debtor in the Chapter 11 Case; (ii) the Debtor or Reorganized Debtor have objected to any such Entity's Proof of Claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtor or Reorganized Debtor have objected to any such Entity's scheduled Claim; or (v) any such Entity's scheduled Claim has been identified by the Debtor or Reorganized Debtor as disputed, contingent or unliquidated.

G. Release and Injunction

1. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan from and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner against the Debtor, the Reorganized Debtor, the Releasees, their successors and assigns, and their assets and properties, as the case may be, any suit, action or other proceeding, on account of or respecting any Claim, demand, liability, obligation, debt, right, Cause of Action, interest or remedy released or to be released, exculpated, or to be exculpated, pursuant to the Plan or the Confirmation Order.

2. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Entities shall be precluded from asserting against the Debtor, the Reorganized Debtor, or their successors and assigns and their assets and properties, any other Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date *provided, however*, nothing in the Plan, ~~or~~ any order confirming the Plan shall preclude Lead Plaintiff and/or the putative securities class from pursuing their claims against the Debtor in the District Court solely to the extent of any available insurance coverage and any available insurance proceeds *provided, further*, the Claims of Lead Plaintiff and the Class against the Debtor, solely to the extent of any available insurance, are preserved and not discharged by the Plan.

3. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, the rights afforded in the Plan and the treatment of all Claims and Equity Interests in the Plan shall be in exchange for and in complete satisfaction of Claims and Equity Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against the Debtor or Reorganized Debtor or any of their assets or properties. On the Effective Date, all such Claims against, and Equity Interests in, the Debtor shall be satisfied and released in full.

4. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, all Parties and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim against or Equity Interest in the Debtor that is satisfied and released hereby, from:

(a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtor, the Reorganized Debtor their successors and assigns and their assets and properties;

(b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against the Debtor, the Reorganized Debtor their successors and assigns and their assets and properties;

(c) creating, perfecting or enforcing any encumbrance of any kind against the Debtor, the Reorganized Debtor or the property or Estate of the Debtor or Reorganized Debtor;

(d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtor or against the property or Estate of the Debtor or Reorganized Debtor, except to the extent a right to setoff or subrogation is asserted with respect to a timely filed Proof of Claim; or

(e) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim against or Equity Interest in the Debtor or Cause of Action that is released or settled hereunder.

5. Nothing in the Plan or in any order confirming the Plan shall (a) affect, release, enjoin or impact in any way the prosecution of the claims asserted, or to be asserted (based generally on the current allegations in the Securities Litigation) against any non-Debtor, including the Individual Non-Debtor Defendants, in the Securities Litigation or (b) preclude Lead Plaintiff and/or the putative securities class from seeking discovery from the Reorganized Debtor or such other transferee of the Debtor's assets. Further, to the extent a member of the putative securities class holds a Claim (in addition to a Claim based upon the allegations of the Securities Litigation) that is entitled to vote to accept or reject the Plan, that vote (or failure to opt out or opt in) shall not be deemed to release that putative securities class member's Claim in the Securities Litigation.

H. ~~No Release of Non-Debtor Parties for Liability Related to the Pension Plan~~

~~Nothing in the Debtor's bankruptcy proceeding, the Confirmation Order, the Plan, the Bankruptcy Code (and section 1141 thereof), or any other document filed in the Chapter 11 Case shall in any way be construed to discharge, release, limit, or relieve any individual or entity, other than the Debtor, in any capacity, from any liability or responsibility with respect to the Pension Plan or any other defined benefit pension plan under any law, governmental policy, or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, Confirmation Order, Bankruptcy Code, or any other document filed in the Debtor's bankruptcy case.~~

L. ~~H. Releases of Liens~~

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against property of the Estate shall be fully released and discharged (except for the charging Liens of the TOPrS Indenture Trustee to the extent the TOPrS Indenture Trustee Fees or any other fees owed to the TOPrS Indenture Trustees under the TOPrS Indentures are not paid pursuant to the Plan) and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interest shall revert to the Reorganized Debtor.



## ARTICLE X.

### RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Debtor and the Reorganized Debtor and the Plan as is legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;

3. resolve any matters related to the assumption, assignment or rejection of any executory contract or unexpired lease to which the Debtor or Reorganized Debtor, as applicable is party or with respect to which the Debtor or Reorganized Debtor, as applicable, may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to any amendment to the Plan after the Effective Date pursuant to Article XI.C adding executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be assumed;

4. ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date, *provided, however*, that the Reorganized Debtor shall reserve the right to commence actions in all appropriate jurisdictions;

6. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, Plan Supplement or the Disclosure Statement;

7. resolve any cases, controversies, suits or disputes that may arise in connection with the Effective Date, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

8. issue injunctions, enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Effective Date or enforcement of the Plan, except as otherwise provided in the Plan;

9. enforce Article IX.A, Article IX.C, Article IX.D and Article IX.F;

10. enforce the injunction set forth in Article IX.F.2(b);

11. resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article IX, and enter such orders as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;

12. enter and implement such orders as necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order and/or the decree contemplated in section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 concluding the Chapter 11 Case.

## ARTICLE XI.

### MISCELLANEOUS PROVISIONS

A. *Final Fee Applications, Initial TOPrS Indenture Trustee Fees and Tricadia Fees*

The deadline for submission by Professionals of applications for Bankruptcy Court approval of Accrued Professional Compensation, by each TOPrS Indenture Trustee for payment of any disputed TOPrS Indenture Trustee Fees incurred on or before the Effective Date and by Tricadia for payment of any disputed Tricadia Fees, shall be 60 days after the Effective Date.

B. *Payment of Statutory Fees*

All fees payable pursuant to Article 1930 of title 28 of the United States Code after the Effective Date, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid when due.

C. *Modification of Plan*

Subject to the limitations contained in the Plan: (1) the Debtor, with the Committee's and Tricadia's consent as to material modifications (such consent not to be unreasonably withheld), reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; and (2) after the entry of the Confirmation Order, the Debtor (with the Committee's and Tricadia's reasonable consent as to material modifications) or the Reorganized Debtor, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

D. *Revocation of Plan*

The Debtor reserves the right to withdraw the Plan prior to the entry of the Confirmation Order, and to file subsequent chapter 11 plans. If the Debtor withdraws the Plan, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Equity Interests in, the Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission of any sort by the Debtor or any other Entity.

E. *Successors and Assigns*

The rights, benefits and obligations of any Entity named or referred to herein, including without limitation the Debtor or the Reorganized Debtor, shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign (through merger, consolidation or otherwise) of such Entity, including without limitation the heir, executor, administrator, successor or assign (through merger, consolidation or otherwise) of the Debtor or the Reorganized Debtor.

F. *Governing Law*

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof.

G. *Reservation of Rights*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the occurrence of the Effective Date. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtor or any Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (i) the Debtor with respect to the Holders of Claims or Equity Interests or other parties-in-interest; or (ii) any Holder of a Claim or other party-in-interest prior to the Effective Date.

H. *Section 1125(e) Good Faith Compliance*

The Debtor, the Committee and its individual members, and each of their respective Representatives, shall be deemed to have acted in "good faith" under section 1125(e) of the Bankruptcy Code.

I. *Further Assurances*

The Debtor, the Reorganized Debtor, all Holders of Claims receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

J. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtor shall be sent by first class U.S. mail, postage prepaid as follows:

To the Debtor:

Corus Bankshares, Inc.  
10 S. Riverside Plaza  
Suite 1800  
Chicago, Illinois 60606  
Attn: Stephen J. Antal, Esq.

with a copy to:

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
Attn: David Seligman, P.C.  
Attn: Jeffrey W. Gettleman, Esq.

To the Committee:

Neal, Gerber & Eisenberg, LLP  
2 North LaSalle Street, Suite 2200  
Chicago, IL 60602  
Attn: Deborah M. Gutfeld, Esq.  
Attn: Mark A. Berkoff, Esq.

Kilpatrick Townsend & Stockton LLP  
1100 Peachtree Street, Suit 2800  
Atlanta, Georgia 30309  
Attn: Todd C. Meyers, Esq.  
Attn: Robbin S. Rahman, Esq.

To Tricadia:

Duane Morris LLP  
1540 Broadway  
New York, New York 10035  
Attn: Gerard S. Catalanello, Esq.  
Attn: John R. Weiss, Esq.

K. *Filing of Additional Documents*

On or before the Effective Date, the Debtor or Reorganized Debtor, as applicable, may file with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. *Aid and Recognition*

The Debtor or Reorganized Debtor, as the case may be, shall, as needed to effect the terms hereof, request the aid and recognition of any court or judicial, regulatory or administrative body in any nation, province or state.

M. *Document Retention*

From and after the Effective Date, the Debtor, the Reorganized Debtor, and any transferee of the Debtor's Documents, as the case may be, shall preserve and maintain all of the Documents, whether retained by the Debtor or any successor to the Debtor, or transferred to the Reorganized Debtor or such other transferee pursuant to the Plan; and any successors to the Debtor and the Reorganized Debtor and/or such other transferee shall not destroy or otherwise abandon any such Documents absent further order of this Court or a court of competent jurisdiction after a hearing upon notice to parties in interest, including Lead Plaintiff, with an opportunity to be heard.

N. *Reservation of Rights by the Debtor and the FDIC*

Notwithstanding anything else contained herein, the provisions of the Plan (as distinct from the effect of Confirmation or the provisions of the Bankruptcy Code) shall not impact the rights, if any, granted to the FDIC as receiver pursuant to the provisions of Title 12 of the United States Code. For the avoidance of doubt, the Debtor and the Reorganized Debtor reserve all their respective rights to assert that the Bankruptcy Code governs over the provisions of Title 12 of the United States Code and the FDIC as receiver reserves all its rights to assert that the provisions of Title 12 of the United States Code govern over the Bankruptcy Code.

Chicago, Illinois  
Dated: \_\_\_\_\_, 2011

Respectively Submitted,

CORUS BANKSHARES, INC.