UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
CORUS BANKSHARES, INC.[1]	)	Case No. 10-26881 (PSH)
Reorganized Debtor.	)	

STIPULATION BETWEEN THE SECURITIES CLASS ACTION CLAIMANTS AND THE REORGANIZED DEBTORS REGARDING WITHDRAWAL OF CLAIMS

Corus Bankshares, Inc. (the "Reorganized Debtor") and Lead Plaintiff Todd L. Johnson ("Lead Plaintiff") on behalf of himself and all others similarly situated, Todd L. Johnson, Todd L. Johnson IRA, Reuben Johnson & Son, Inc. and Tracy Jones (collectively, the "Securities Class Action Claimants," each a "Party" and collectively with the Reorganized Debtor, the "Parties"), hereby stipulate, as set forth below (this "Stipulation") resolving and withdrawing the Claims of the Securities Class Action Claimants (as defined below). In connection with this Stipulation, the Parties respectfully state as follows:

WHEREAS, on June 15, 2010 (the "Petition Date"), the Reorganized Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

WHEREAS, on September 27, 2011 the Court confirmed the Debtor's Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (With Technical Modifications) [Docket No. 689] (the "Plan"), and on October 27, 2011 the Plan became effective according to its terms.

[1] The Reorganized Debtor in the chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is: Corus Bankshares, Inc. (3592). The location of the Reorganized Debtor's corporate headquarters and the service address for the Reorganized Debtor is: 32 Broadway, Suite 1104, New York, NY 10004.

WHEREAS, the Securities Class Action Claimants were parties plaintiff to the action in the United States District Court for the Northern District of Illinois (the "District Court") styled *Tracy Jones, on behalf of himself and all others similarly situated v. Corus Bankshares, Inc., Robert J. Glickman, and Tim H. Taylor*, Case No. 09 C 1538 (the Securities Class Action").

WHEREAS, on or about August 13, 2010 the Securities Class Action Claimants each timely filed original and/or amended proofs of claim in this chapter 11 case relating to the Securities Class Action, as follows:

Claim No.	Claimant
390	Lead Plaintiff Todd L. Johnson, on behalf of himself and all others similarly situated, in *Tracy Jones v. Corus Bankshares, Inc., et al.*, Case No. 1:09-cv-01538 (N.D. Ill.)
391	Todd L. Johnson
392	Todd L. Johnson IRA
393	Reuben Johnson & Son, Inc.
394	Tracy Jones

(the "Securities Class Action Claims").

WHEREAS, on May 17, 2011 counsel for the Lead Plaintiff in the Securities Class Action filed *Lead Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement* [Dist. Ct. Docket No. 146], along with a *Stipulation for Settlement* [Dist. Ct. Docket No. 149] (the "Settlement Stipulation"), and on May 31, 2011 counsel for the Lead Plaintiff filed the *Joint Supplemental Submission In Further Support of Preliminary Approval of Class Action Settlement* [Dist. Ct. Docket No. 151]. On June 2, 2011 the District Court entered the *Order Preliminarily Approving Settlement and Providing for Notice* [Dist. Ct. Docket No. 153]. On September 12, 2011 the District Court entered the *Final Judgment and Order of Dismissal With Prejudice* [Dist. Ct. Docket No. 170] (the "Final Order"), approving the Settlement Stipulation

and the settlement therein reflected resolving the Securities Class Action and dismissing the Securities Class Action with prejudice.

WHEREAS, Section 4.1 of the Settlement Stipulation recites, *inter alia*, that the Lead Plaintiff and each of the Class Members (both as defined therein) "shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons," and Section 4.4 of the Settlement Stipulation recites, *inter alia*, that "all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons." Paragraph 9 of the Final Order also includes a similar provision.

WHEREAS, Section 1.20 of the Settlement Stipulation broadly defines "Released Claims" as "any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of any kind or nature whatsoever, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, matured or un-matured, known or Unknown Claims (defined below), that were asserted or could have been asserted in this Litigation by Lead Plaintiff or Members of the Class, directly, derivatively, or in any other capacity, against the Released Persons under federal, state, or any other law, including, without limitation, all claims arising out of, or relating to, in whole or in part, (i) the claims or facts and circumstances asserted in this Litigation, and (ii) the purchase or acquisition of the common stock of Corus during the Class Period."

WHEREAS, Section 1.21 of the Settlement Stipulation defines "Released Persons" as "Defendants, Corus, and their Related Parties." Section 1.6 of the Settlement Stipulation defines

"Corus" as "Corus Bankshares, Inc." Section 1.19 of the Settlement Stipulation defines "Related Parties" as "each of a Defendant's and Corus' past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which Corns or any Defendant has a controlling interest, any members of any Defendant's immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant's family."

WHEREAS, Paragraph 11 of the Final Order provides that each of the Released Persons shall have "fully, finally, and forever released, relinquished, and discharged the Lead Plaintiff, each and all Class Members, Lead Counsel, and Plaintiffs' counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims."

WHEREAS, subsequent to the entry of the Final Order, the Settlement Fund (as defined in the Settlement Stipulation) was distributed in accordance with the terms of the Settlement Stipulation, and the Securities Class Action was dismissed with prejudice and the District Court case closed.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby STIPULATED AND AGREED between the Parties that:

1. The Securities Class Action Claims are hereby withdrawn with prejudice.

2. The Parties are bound by the terms of the Settlement Stipulation and Final Order as recited above and acknowledge that the Final Order is no longer subject to appeal or collateral attack by any of the Parties.

3. The Bankruptcy Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Settlement Stipulation except as it relates to the Settlement Stipulation and Final Order.

4. Each Party represents that they understand and fully agree to each and every provision hereof, and the persons executing this Stipulation represent that they are authorized to execute this Stipulation on behalf of their respective clients.

5. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions between the Parties. This Stipulation cannot be amended, modified, or waived except by a writing signed by the Parties.

6. This Stipulation may be executed in several counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument, and facsimile or electronic signatures transmitted to the other Party shall be binding.

7. For purposes of interpretation of this Stipulation, the Parties shall be deemed to have jointly drafted this Stipulation and this Stipulation shall not be interpreted in favor or against any of the Parties because such Party or its counsel drafted this Stipulation or any provision of this Stipulation.

(Signature Page Follows)

Stipulated and Agreed to this 29th day of ~~April~~ May, 2012.

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