

EXHIBIT B

Declaration of Tinamarie Feil, President, BMC Group, Inc.

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

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

**DECLARATION OF TINAMARIE FEIL IN SUPPORT
OF THE DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
BMC GROUP, INC. AS NOTICE, CLAIMS, AND BALLOTING AGENT**

1. I, Tinamarie Feil, being duly sworn, state the following under penalty of perjury:
2. I am the President of BMC Group, Inc. (“BMC”), a company specializing in the administration of large bankruptcy cases.
3. I submit this Declaration in support of the application (the “Application”) of the above-captioned debtor and debtor in possession (the “Debtor”) for authorization pursuant to 28 U.S.C. § 156(c) to employ and retain BMC as notice, claims, and balloting agent in connection with this chapter 11 case. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

BMC’s Qualifications

4. As a specialist in legal administration services, BMC provides comprehensive solutions to design legal notice programs and manage claims issues for chapter 11 cases. With

¹ 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.

respect to chapter 11 case management, BMC specializes in noticing, claims processing, balloting, and other administrative tasks necessary to operate chapter 11 cases effectively. Indeed, BMC has provided or currently provides identical or substantially similar services as those services proposed to be provided pursuant to that certain retention agreement between the Debtor and BMC dated as of October 28, 2009 (the “BMC Agreement”) in other chapter 11 cases in a variety of jurisdictions, including this District.² In re Rockford Prods. Corp., No. 07-71768 (Bankr. N.D. Ill. Jul. 26, 2007) [Docket No. 26]; In re Glazed Investments, LLC, No. 06-00932 (Bankr. N.D. Ill. Feb. 7, 2006) [Docket No. 36]; In re Wickes, Inc., No. 04-02221 (Bankr. N.D. Ill. Feb. 13, 2004) [Docket No. 111]; In re Conseco Finance Corp., No. 02-49675 (Bankr. N.D. Ill Dec. 18, 2002) [Docket No. 437]; In re Conseco, Inc., No. 02-49672 (Bankr. N.D. Ill Jan. 14, 2002) [Docket No. 437]; In re Kmart, No. 02-02474 (Bankr. N.D. Ill Jan. 25, 2002) [Docket No. 127] (As successor to Trumbull Services, LLC). see also In re RC Sooner Holdings, LLC, No. 10-10528 (Bankr. D. Del. Feb. 24, 2010) [Docket No. 21]; In re NV Broadcasting, LLC, No. 09-12473 (Bankr. D. Del. July 15, 2009) [Docket No. 46]; In re J.L. French Auto. Castings, Inc., No. 09-12445 (Bankr. D. Del. July 14, 2009) [Docket No. 67].

Services to Be Provided

5. Subject to further order of this Court and consistent with the BMC Agreement, the Debtor is requesting authorization to employ and retain BMC to render the following noticing, claims processing, and balloting services:

- a. Consultation Services
 - i. Preparation of service lists;

² A copy of the BMC Agreement is annexed as Annex 1 to this Declaration.

- ii. Preparation of claims registers and claims reports;
 - iii. Claims reconciliation;
 - iv. Preparation of exhibits for claims objections;
 - v. Custom data extraction and forensics;
 - vi. Assistance in preparation of statements of financial affairs and schedules;
 - vii. Preparation of ballot tabulations/disbursement reports;
 - viii. Contract and lease collection and analysis;
 - ix. Assistance in preparation of exhibits to the Debtor's plan and disclosure statement;
 - x. Preparation of custom reports;
 - xi. Provision of computer software support; and
 - xii. Other services as requested by the Debtor.
- b. Document Management
- i. Copy and notice services consistent with the applicable Local Bankruptcy Rules and as requested by the Debtor.
- c. Other Services
- i. In addition to these enumerated responsibilities, BMC has agreed to provide other noticing, claims processing, balloting, and related administrative services as the Debtor may request from time to time.
 - ii. Moreover, BMC proposes to be appointed as agent for the office of the Clerk of the Court for the United States Bankruptcy Court for the Northern District of Illinois in this chapter 11 case (the "Clerk's Office") and, as such, be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and authorized and directed to maintain official claims registers for the Debtor and

to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct.

6. BMC also has agreed to work with the Clerk's Office to finalize the creditor matrix in the event of a subsequent conversion of this chapter 11 case to a case under chapter 7 of the Bankruptcy Code.

Professional Compensation

7. The BMC Agreement sets forth the compensation BMC proposes to charge for the services it will provide to the Debtor. This proposed compensation arrangement is consistent with, and typical of, arrangements of BMC and its competitor firms to provide notice, claims and balloting agent services in chapter 11 cases.

8. The compensation proposed in the BMC Agreement is as follows:

a. Corus Bankshares, Inc. paid to BMC a retainer of \$8,500 on or around October 28, 2009 and was paid an additional \$10,403.50 on or about June 4, 2010.

b. BMC's consulting service hourly rates per person are:

Clerical	\$25 - \$65 per hour
Analyst	\$80 - \$110 per hour
Technology/Programming Consultant	\$110 - \$145 per hour
Consultant	\$110 - \$145 per hour
Senior Consultant/Senior Management Consultant	\$175 - \$250 per hour
Principal/Director	\$250 - \$275 per hour

9. BMC will also seek reimbursement from the Debtor for reasonable expenses in accordance with the terms of the BMC Agreement.

10. BMC requests that the Debtor pay its fees and expenses on a monthly basis. BMC will submit monthly invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

BMC's Disinterestedness

11. To the best of my knowledge (a) neither BMC nor any of its employees has any connection with the Debtor, its creditors, the Office of the United States Trustee or any employees thereof, or any party in interest herein; (b) BMC and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, except that BMC was employed by the Debtor prior to the Petition Date as allowed under section 1107(b) of the Bankruptcy Code; and (c) neither BMC nor any of its employees hold or represent an interest adverse to the Debtor's estate.

12. BMC will periodically review its files during the pendency of this chapter 11 case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, BMC will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration.

13. In connection with our retention as notice, claims, and balloting agent, BMC represents, among other things, that:

- a. BMC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the notice, claims, and balloting agent in this chapter 11 case;
- b. By accepting employment in this chapter 11 case, BMC waives any rights to receive compensation from the United States government;
- c. In its capacity as the notice, claims, and balloting agent in this chapter 11 case, BMC will not be an agent of the United States and will not act on behalf of the United States; and

- d. BMC will not employ any past or present employees of the Debtor in connection with its work as the notice, claims, and balloting agent in this chapter 11 case.

14. There is no agreement or understanding between BMC and any other person or entity to share compensation received or to be received for services rendered by BMC in connection with this chapter 11 case.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Executed on June 4, 2010

By: *Tinamarie Feil*
Tinamarie Feil, President
BMC Group, Inc.

ANNEX 1

BMC Agreement

AGREEMENT FOR SERVICES

This Agreement dated as of October 28, 2009, is entered between Corus Bankshares, Inc. who shall seek relief under Chapter 11 of the Bankruptcy Code ("Customer"), and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth above and will continue until the Agreement is terminated as set forth below.

TERMS AND CONDITIONS

I. SERVICES

In accordance with the terms and conditions contained in this Agreement and in the Fee Schedule annexed hereto, BMC agrees to provide services as follows: (a) assisting the Customer, Counsel and Office of the Clerk with balloting, noticing and claims docketing. At Customer's, Counsel's or the Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will (1) prepare and serve those notices required in the bankruptcy cases; (2) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy cases; (3) create and maintain the official claims register(s); (4) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e); (5) maintain an up-to-date mailing list for all entities who have filed proofs of claim in the bankruptcy cases; (6) print, mail and tabulate ballots for purposes of plan voting; (7) assist with the production of reports, exhibits and schedules of information or use by the Customer, Counsel or to be delivered the Court, the Clerk's Office, the U.S. Trustee or third parties; and (8) provide other technical and document management services of a similar nature requested by Customer or the Clerk's office.

II. PRICES, CHARGES AND PAYMENT

A. BMC agrees to charge, and Customer agrees to pay, BMC's standard prices for its services, expenses and supplies at the rates or prices in effect on the day such services and/or supplies are provided to the Customer, in accordance with the Fee Schedule annexed hereto. BMC's compensation for services associated with the following items shall not exceed \$8,500.00: (1) preparation of Schedules of Assets and Liabilities, (2) preparation of Customer's Statement of Financial Affairs, and (3) assistance with Initial Filing Requirements and U.S. Trustee compliance.

B. BMC shall be provided with an advance payment retainer of \$8,500.00. Further, BMC will be compensated at its stated rates for services rendered and reimbursed for necessarily incurred expenses.

C. Wire transfer information for the transmission of payments is as follows:

Bank Name -	Wells Fargo Bank
Address -	933 3 rd Avenue, Seattle, WA 98104
ABA/Routing # -	121000248
Account Name -	BMC Group, Inc.
Account # -	0033022633

D. BMC raises its rates from time to time and generally does so each January.

E. BMC agrees to invoice Customer for fees and expenses and Customer agrees that the amount invoiced is due and payable upon Customer's receipt of the invoice.

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III. RIGHTS OF OWNERSHIP

- A. The parties understand that the software programs and other similar proprietary materials furnished by BMC pursuant to this Agreement and/or developed during the course of this Agreement by BMC are the sole property of BMC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. Customer agrees not to copy or permit others to copy for unauthorized use the source code from the support software or any other programs or similar proprietary materials furnished pursuant to this Agreement.
- B. Customer further agrees that any ideas, concepts, know-how or techniques relating to data processing or BMC's performance of its services developed during the course of its Agreement by BMC shall be exclusive property of BMC.
- C. Upon Customer's request at any time or times while this Agreement is in effect, BMC shall immediately deliver to Customer at Customer's sole expense, any or all of the non-proprietary data, information and records held or controlled by BMC pursuant to this Agreement, in the form requested by Customer. Any information, data and records, in whatever form existing, whether provided to BMC by Customer or developed by BMC for Customer under this Agreement, may be retained by BMC until all amounts due under this Agreement are paid in full, it being understood that neither party asserts rights of ownership in the official claims register or materials filed with BMC as an agent of the court.
- D. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BMC. BMC shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay BMC for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days advance notice, BMC reserves the right to dispose of data or media maintained by BMC for Customer if Customer has not utilized the services provided herein for a period of at least ninety (90) days or if Customer has not paid all charges due to BMC.

IV. NON-SOLICITATION

Customer agrees that it shall not, directly or indirectly, solicit for employment, employ or otherwise retain staff of BMC during the term of this Agreement, nor for a period of twelve (12) months after termination of this Agreement unless mutually agreed upon by both parties.

V. CONFIDENTIALITY

- A. BMC agrees to, and shall cause its servants, agents, employees, licensees, and subcontractors to, safeguard and keep confidential all data, records, information and communications of any sort or form, regardless of whether written, oral, visual or otherwise recorded or transmitted, with respect to Customer, but excluding such data, records, information and communications that exist in the public domain by reason other than a breach of BMC's obligations under this Section V "Confidentiality" (the "Confidential Information"). BMC will use the Confidential Information only for the benefit of Customer in connection with the provision of services under this Agreement. Customer agrees to, and will cause its servants, agents, employees, licensees, and subcontractors to, keep all information with respect to BMC's system, procedures and software confidential; provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five business days' written notice to the other party, release the required

information. The obligations set forth in this paragraph shall survive termination of this Agreement.

VI. TERMINATION

- A. This Agreement shall remain in force until terminated by Customer, or, by BMC upon thirty (30) days' prior written notice to the other party.
- B. In the event that this contract is terminated, regardless of the reason for such termination, BMC shall cooperate with Customer to orderly transfer to Customer or its designee (or destroy, at Customer's direction) data, records and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customer agrees to pay for such services in accordance with BMC's then existing prices for such services.

VII. SYSTEM IMPROVEMENTS

BMC's policy is to provide continuous improvements in the quality of service to the Customer. BMC, therefore, reserves the right to make changes in operations procedures, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the BMC data center serving the Customer.

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Except with respect to breaches under Section V "Confidentiality" above, Customer shall indemnify and hold BMC, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expense (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from Customer as to anything arising in connection with its performance under this Agreement. Except with respect to breaches under Section V "Confidentiality" above, in no event shall liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement exceed the total amount billed or billable to Customer for the portion of the particular work which gave rise to the loss or damage. Except with respect to breaches under Section V "Confidentiality", in no event shall BMC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

IX. NOTICES

All notices in connection with this Agreement shall be given or made upon the respective parties in writing by facsimile or overnight courier and shall be deemed as given, if by facsimile, on the business day immediately following confirmed transmission, or if by courier, on the day it is delivered by such courier to the appropriate address set forth below:

BMC Group, Inc. Attn: Tinamarie Feil 600 1st Avenue Suite 300 Seattle, WA 98104 Telephone 206.499.2169 Fax 206.374.2727	Customer: Corus Bankshares, Inc. Attn: Michael J. Minnaugh, CFO 10 S. Riverside Plaza, Suite 1800 Chicago, IL 60606
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Or to such other address as the party to receive the notice or request so designates by written notice to the other.

X. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Washington and may be modified only by a written instrument duly executed by an authorized representative of Customer and an officer of BMC.

XI. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered by written instrument duly executed by both parties. Customer represents that it has the authority to enter into this Agreement, may be subject to bankruptcy court approval, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event of any conflict between a term of this Agreement and any order of the court exercising jurisdiction over the Customer bankruptcy cases, the term of the order shall govern.

XII. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned by BMC to a wholly owned subsidiary of BMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<p>BMC Group, Inc.</p>  <p>By: Tinamarie Feil Title: President, Client Services</p> <p>Date: October 26, 2009</p>	 <p>By: _____ Name: Michael J. Minnaugh Title: CFO</p> <p>Date: October 28, 2009</p>
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