§ 285. Powers which may be granted to trustee. In addition to such other powers as may be set forth in the agreement not inconsistent herewith or with the purposes of the fund, the trustee shall have such of the following powers as the agreement may provide:

1. To insure in whole or in part the deposits in member banks, subject to such terms and conditions as the agreement may provide.

2. To buy any assets owned by any member bank at the book value thereof notwithstanding such value may exceed the market value thereof, or such other value as the trustee may elect either with or without an agreement providing for the repurchase of the same at such price or value and at such time and subject to such conditions as may be agreed upon by the trustee in its discretion and to make loans or advances to any member bank upon such terms and conditions as may seem desirable and with such security as the trustee may determine or without security; in any agreement of repurchase or repayment it may be provided that the savings bank receiving such loan or advance or making such sale of assets may not be obligated to repay the same or repurchase such assets until the superintendent of financial services shall certify that such savings bank is in a safe and sound condition to make such repurchase or repayment.

3. To deposit all or any part of any moneys in said fund in any savings bank or savings banks and such savings bank or savings banks may receive the same notwithstanding the provisions of section two hundred thirty-seven of this act and/or in any one or more banks or trust companies organized under the laws of the state of New York selected by the trustee with the approval of the superintendent, and such deposits in case of suspension or liquidation of any such depositary other than a savings bank shall have the same priority as deposits of savings banks pursuant to law. In the event of the liquidation of a savings bank which is such depositary, such deposits shall be subordinate to the claims of the depositors in such bank but prior to all other claims except those of the state of New York or of the United States.

4. In addition to any other uses authorized herein and provided in the

agreement, to invest and reinvest the fund in such securities and property as are legal for investment by savings banks subject to those limitations applicable to such investments in the case of savings banks.

5. To make contributions to the surplus fund of any member bank upon such terms and conditions for the use and the repayment thereof and evidenced in such manner as the superintendent of financial services may approve, and such savings bank may make such repayment as such agreement may provide notwithstanding any provisions of law; but no such agreement shall require such repayment except if, as and when the surplus and surplus fund of such savings bank shall be not less than five per centum of the amount due its depositors nor shall any such agreement require any payment on account of such contribution in such an amount as to reduce the surplus and surplus fund of such savings bank below five per centum of the amount owed its depositors. The agreement may provide the manner in which the surplus and surplus fund shall be computed for the purpose of this subdivision. Such contributions shall not constitute a liability of such member bank except as herein provided.

6. If it shall appear by certificate of the superintendent of financial services filed in his office, that any member bank to which the trustee with the approval of the superintendent has made any loan or advance, or to the surplus fund of which it has made a contribution, or from which the trustee has purchased any asset at a price in excess of the market value thereof, would but for such loan, advance, contribution or purchase be in such condition that the superintendent might take possession of the business and property of the same pursuant to law, or that any such member bank to which the trustee with the approval of the superintendent has made any loan or advance, or to the surplus fund of which it has made a contribution, or from which the trustee has purchased any asset at a price in excess of the market value thereof, or the deposits in which have been insured by the fund in whole or in part shall have committed such an act or is in such condition that the superintendent might take possession of the business and property of the same pursuant to law, the trustee shall have the right if it so elects, and in such case the superintendent, on such conditions and subject to such rules and regulations as he shall prescribe, shall permit the

trustee to take possession and control forthwith of the property and business of such bank and operate and/or liquidate the same. The trustee may, while carrying on such business, pay to such bank out of the moneys in or available to the fund such sums as the agreement may authorize as the trustee deems necessary for the protection of the bank's depositors.

7. At any time after the trustee has taken over the control, possession and operation of any savings bank, as provided in subdivision six hereof, it may, with the approval of the superintendent, turn back the control, possession and operation thereof to such bank which may continue or resume business, provided the moneys advanced from the fund have been repaid or satisfactory arrangements made for the repayment thereof and the superintendent has certified such bank to be in a safe and sound condition or upon such other conditions authorized in the agreement as may seem proper to the trustee.

8. The trustee, with the approval of the superintendent of financial services may at any time after it has taken over the control, possession and operation of any bank under subdivision six hereof discontinue the business of such bank and proceed to liquidate its affairs. The trustee may use the assets in the fund to pay to the depositors of any such savings bank out of moneys in or available to the fund the excess, if any, or such portion thereof as the agreement may provide, of the full amount of their respective deposits over the dividends received therefor on such liquidation.

9. To carry out the provisions aforesaid, the trustee shall have and may exercise all the rights, powers, privileges and franchises of any savings bank taken over by it, and at any time, with the approval of the superintendent of financial services, to suspend the authority of the trustees of any savings bank and exercise the powers and duties of such trustees, and in addition to the foregoing, in the event it shall operate and/or liquidate any such savings bank it shall have and may exercise all of the rights and powers which the superintendent of financial services would have pursuant to law in connection with the operation and/or liquidation of such bank and be subject to the same duties and supervision. The trustee, or any duly authorized agent of the

trustee, in connection with the operation and/or liquidation of any such bank may execute, acknowledge and deliver in the name of such bank, and under its seal, or may authorize any officer or officers of any such bank to execute, acknowledge and deliver in the name of such bank and under its seal any instrument affecting or relating to the property, business or affairs of such bank, and in the event any such officer is so authorized by the trustee, such authorization shall be deemed the authorization of the board of trustees of such bank and he may swear or affirm the usual certificate of acknowledgment to the effect that he executed the same and such seal was affixed by the authority of the board of trustees thereof. Any instrument executed in any manner provided herein shall be valid and effectual for all purposes.

10. To borrow money for the purpose of the fund and pledge any assets in the fund as security for such loans, and in connection therewith may rehypothecate any securities or collateral pledged to it by any savings bank.

11. To collect, or enforce by legal proceedings if necessary, the contributions for which each member bank is liable pursuant to the provisions of the agreement, or any debt or obligation due to the fund or mortgage or lien held by the fund.