

1           **DIVISION D—IMPROVEMENTS FOR FINANCIAL**  
2                                   **CRISIS MANAGEMENT**

3                           **TITLE XII—ENHANCED RESOLUTION**

4                                   **AUTHORITY**

5   **SEC. 1201. SHORT TITLE.**

6           This Act may be cited as the “Resolution Authority for Large, Interconnected Financial  
7 Companies Act of 2009”.

8   **SEC. 1202. DEFINITIONS.**

9           For purposes of this title, the following definitions shall apply:

10                   (1) APPROPRIATE FEDERAL REGULATORY AGENCY. —

11                           (A) CORPORATION AND COMMISSION.—The term “Appropriate Federal  
12 Regulatory Agency” means—

13                                   (i) the Corporation; and

14                                   (ii) the Commission, if the bank holding company, or an affiliate  
15 thereof, is a broker or dealer registered with the Commission under section  
16 15(b) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(b) (other  
17 than an insured depository institution)).

18                           (B) RULES OF CONSTRUCTION.—More than one agency may be an  
19 Appropriate Federal Regulatory Agency with respect to any given bank holding  
20 company. In such instances, the Commission shall be the Appropriate Federal  
21 Regulatory Agency for purposes of section 1203 if the largest subsidiary of the

1 bank holding company is a broker or dealer as measured by total assets as of the  
2 end of the previous calendar quarter.

3 (2) BANK HOLDING COMPANY.—The term “bank holding company” means any  
4 company that—

5 (A) is incorporated or organized under Federal law or the laws of any  
6 State; and

7 (B) is—

8 (i) a bank holding company as defined in section 2(a) of the Bank  
9 Holding Company Act of 1956 (12 U.S.C. 1841(a));

10 (ii) any Tier 1 financial holding company designated by the  
11 Federal Reserve Board as defined in section 2(t) of the Bank Holding  
12 Company Act of 1956, as amended by this Act (12 U.S.C. 1841(r)); or

13 (iii) any subsidiary of companies described in clauses (i) through

14 (ii) (other than an insured depository institution, any broker or dealer  
15 registered with the Commission under section 15(b) of the Securities  
16 Exchange Act of 1934 (15 U.S.C. 78o(b)), which is a member of the  
17 Securities Investor Protection Corporation, or an insurance company).

18 (3) BRIDGE BANK HOLDING COMPANY.—The term “bridge bank holding  
19 company” means a new bank holding company organized by the Appropriate  
20 Federal Regulatory Agency appointed by the Secretary in accordance with section  
21 1209(h).

22 (4) COMMISSION.—The term “Commission” means the Securities and  
23 Exchange Commission.

1 (5) CORPORATION.—The term “Corporation” means the Federal Deposit  
2 Insurance Corporation.

3 (6) COVERED BANK HOLDING COMPANY.—The term “covered bank holding  
4 company” means a bank holding company for which a determination has been  
5 made pursuant to and in accordance with section 1203(b).

6 (7) COVERED SUBSIDIARY.—The term “covered subsidiary” means a  
7 subsidiary covered in paragraph (2)(B)(iii) of this section.

8 (8) CUSTOMER PROPERTY.—The term “customer property” has the  
9 meaning ascribed to it in the Securities Investor Protection Act of 1970.

10 (9) FEDERAL RESERVE BOARD.—The term “Federal Reserve Board” means  
11 the Board of Governors of the Federal Reserve System.

12 (10) FUND.—The term “Fund” means the Bank Holding Company Fund.

13 (11) INSURANCE COMPANY.—The term “insurance company” means a  
14 domestic insurance company, as that term is defined for purposes of title 11 of the  
15 United States Code.

16 (12) SECRETARY.—The term “Secretary” shall mean the Secretary of the  
17 Treasury or his designee.

18 (13) STATE.—The term “State” means any State, commonwealth, territory,  
19 or possession of the United States, the District of Columbia, the Commonwealth  
20 of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American  
21 Samoa, Guam, and the United States Virgin Islands.

22 (14) CERTAIN OTHER TERMS.—The terms “affiliate,” “company,”  
23 “control,” “deposit,” “depository institution,” “foreign bank,” “insured depository

1 institution,” and “subsidiary” have the same meanings as in section 3 of the  
2 Federal Deposit Insurance Act (12 U.S.C. 1813).

3 **SEC. 1203. SYSTEMIC RISK DETERMINATION.**

4 (a) WRITTEN RECOMMENDATION OF THE FEDERAL RESERVE BOARD AND THE  
5 APPROPRIATE FEDERAL REGULATORY AGENCY.—

6 (1) VOTE REQUIRED.—At the request of the Secretary or the Chairman of the  
7 Federal Reserve Board or, in cases where a bank holding company has a broker or dealer  
8 as its largest subsidiary as measured by total assets as of the end of the previous calendar  
9 quarter, the Commission, the Federal Reserve Board and the Appropriate Federal  
10 Regulatory Agency shall, or on their own initiative, the Federal Reserve Board and the  
11 Appropriate Federal Regulatory Agency may, consider whether to make the written  
12 recommendation provided for in paragraph (2), which recommendation shall be made  
13 upon a vote of not less than two-thirds of the members of the Federal Reserve Board then  
14 serving and two-thirds of the members of the board or of the commission then serving of  
15 the Appropriate Federal Regulatory Agency, as applicable.

16 (2) RECOMMENDATION REQUIRED.—Any written recommendations made by the  
17 Federal Reserve Board and the Appropriate Federal Regulatory Agency under paragraph  
18 (1) shall contain the following—

19 (A) a description of the effect that the default of the bank holding  
20 company would have on economic conditions or financial stability in the United  
21 States; and

22 (B) the nature and the extent of assistance or actions that should be  
23 provided or taken regarding the bank holding company.

1 (b) DETERMINATION BY THE SECRETARY.—Notwithstanding any other provision of  
2 Federal law or the law of any State, if, upon the written recommendation of the Federal Reserve  
3 Board and the board of directors or commission of the Appropriate Federal Regulatory Agency  
4 as provided for in subsection (a)(1), the Secretary (in consultation with the President) determines  
5 that—

6 (1) the bank holding company is in default or is in danger of default;

7 (2) the failure of the bank holding company and its resolution under otherwise  
8 applicable Federal or State law would have serious adverse effects on financial stability  
9 or economic conditions in the United States; and

10 (3) any action or assistance under section 1204 would avoid or mitigate such  
11 adverse effects, taking into consideration the effectiveness of action or assistance in  
12 mitigating potential adverse effects on the financial system or economic conditions, the  
13 cost to the general fund of the Treasury, and the potential to increase moral hazard on the  
14 part of creditors, counterparties, and shareholders in the bank holding company,  
15 the Secretary may take action under section 1204(b) and the Corporation may take one or more  
16 actions specified in section 1204.

17 (c) DOCUMENTATION AND REVIEW.—

18 (1) IN GENERAL.—The Secretary shall—

19 (A) document any determination under subsection (b); and,

20 (B) retain the documentation for review under paragraph (2).

21 (2) GAO REVIEW.—The Comptroller General of the United States shall review  
22 and report to the Congress on any determination under subsection (b), including:

23 (A) the basis for the determination;

1 (B) the purpose for which any action was taken pursuant thereto; and

2 (C) the likely effect of the determination and such action on the incentives

3 and conduct of bank holding companies and their creditors, counterparties, and

4 shareholders.

5 (3) REPORT TO CONGRESS.—Within 30 days after a determination is made under

6 subsection (b), the Secretary shall provide written notice of the determination to the

7 Committee on Banking, Housing, and Urban Affairs of the Senate and the Committee on

8 Financial Services of the House of Representatives. The notice shall include a

9 description of the basis for the determination.

10 (d) DEFAULT OR IN DANGER OF DEFAULT.—For purposes of subsection (b), a bank

11 holding company shall be considered to be in default or in danger of default if any of the

12 following conditions exist, as determined in accordance with that subsection:

13 (1) a case has been, or likely will promptly be, commenced with respect to the

14 bank holding company under title 11, United States Code;

15 (2) the bank holding company is critically undercapitalized, as such term has been

16 or may be defined by the Federal Reserve Board;

17 (3) the bank holding company has incurred, or is likely to incur, losses that will

18 deplete all or substantially all of its capital, and there is no reasonable prospect for the

19 company to avoid such depletion without assistance under section 1204;

20 (4) the bank holding company's assets are, or are likely to be, less than its

21 obligations to creditors and others; or

22 (5) the bank holding company is, or is likely to be, unable to pay its obligations

23 (other than those subject to a bona fide dispute) in the normal course of business.

1 **SEC. 1204. RESOLUTION; ASSISTANCE.**

2 (a) EMERGENCY ASSISTANCE.—Upon the Secretary making the determination provided  
3 for in section 1203(b), the Corporation may, with the approval of the Secretary, exercise any  
4 authority provided in this subsection including providing the assistance directly or indirectly and  
5 separately or in combination, including:

6 (1) making loans to, or purchasing any debt obligation of, the covered bank  
7 holding company or any covered subsidiary;

8 (2) purchasing assets of the covered bank holding company or any covered  
9 subsidiary directly or through an entity established by the Corporation for such purpose;

10 (3) assuming or guaranteeing the obligations of the covered bank holding  
11 company or any covered subsidiary to one or more third parties;

12 (4) acquiring any type of equity interest or security of the covered bank holding  
13 company or any covered subsidiary;

14 (5) taking a lien on any or all assets of the covered bank holding company or any  
15 covered subsidiary, including a first priority lien on all unencumbered assets of the  
16 company or any covered subsidiary to secure repayment of any financial assistance  
17 provided under this subsection; or

18 (6) selling or transferring all, or any part thereof, of such acquired assets,  
19 liabilities, obligations, equity interests or securities of the covered bank holding company  
20 or any covered subsidiary.

21 (b) APPOINTMENT OF CONSERVATOR OR RECEIVER.— Upon the Secretary making the  
22 determination provided for in section 1203(b), the Secretary may appoint one of the Appropriate  
23 Federal Regulatory Agencies as conservator or receiver for the covered bank holding company,

1 except that the Corporation shall be the Appropriate Federal Regulatory Agency appointed in the  
2 event that the predominant subsidiary of the covered bank holding company is not a broker or  
3 dealer as measured by total assets as of the end of previous calendar quarter.

4 (c) EMERGENCY ASSISTANCE AFTER APPOINTMENT OF CONSERVATOR. —Upon the  
5 Secretary appointing a conservator or receiver under subsection (b), the Corporation may take  
6 any of the actions described in subsection (a) with respect to the covered bank holding company  
7 in conservatorship or receivership.

8 **SEC. 1205. JUDICIAL REVIEW.**

9 If a conservator or receiver is appointed, the covered bank holding company may, not  
10 later than 30 days thereafter, bring an action in the United States district court for the judicial  
11 district in which the home office of such covered bank holding company is located, or in the  
12 United States District Court for the District of Columbia, for an order requiring that the  
13 conservator or receiver be removed, and the court shall, upon the merits, dismiss such action or  
14 direct the conservator or receiver to be removed. Review of such an action shall be limited to the  
15 appointment of a conservator or receiver under section 1204.

16 **SEC. 1206. DIRECTORS NOT LIABLE FOR ACQUIESCING IN APPOINTMENT OF**  
17 **CONSERVATOR OR RECEIVER.**

18 The members of the board of directors (or body performing similar functions) of a  
19 covered bank holding company shall not be liable to the covered bank holding company's  
20 shareholders or creditors for acquiescing in or consenting in good faith to—

- 21 (1) the Secretary's appointment of an Appropriate Federal Regulatory Agency as  
22 conservator or receiver for the covered bank holding company under section 1204; or  
23 (2) an acquisition, combination, or transfer of assets or liabilities under section

1 1209.

2 **SEC. 1207. TERMINATION AND EXCLUSION OF OTHER ACTIONS.**

3 The Appropriate Federal Regulatory Agency's acting as conservator or receiver for a  
4 covered bank holding company under this title shall immediately, and by operation of law,  
5 terminate any case commenced with respect to the covered bank holding company under title 11,  
6 United States Code, or any proceeding under any State insolvency law with respect to the  
7 covered bank holding company, and no such case or proceeding may be commenced with respect  
8 to the covered bank holding company at any time while the Appropriate Federal Regulatory  
9 Agency acts as conservator or receiver for the covered bank holding company.

10 **SEC. 1208. RULEMAKING.**

11 The Appropriate Federal Regulatory Agencies and the Secretary may jointly prescribe  
12 such rules or regulations as they consider necessary or appropriate to implement the provisions  
13 of this title.

14 **SEC. 1209 POWERS AND DUTIES OF APPROPRIATE FEDERAL REGULATORY**  
15 **AGENCY.**

16 (a) POWERS AND AUTHORITIES.—

17 (1) GENERAL POWERS.—

18 (A) SUCCESSOR TO COVERED BANK HOLDING COMPANY.—The Appropriate  
19 Federal Regulatory Agency shall, upon appointment as conservator or receiver for  
20 a covered bank holding company under section 1204, and by operation of law,  
21 succeed to—

22 (i) all rights, titles, powers, and privileges of the covered bank  
23 holding company, and of any stockholder, member, officer, or director of

1 such institution with respect to the covered bank holding company and the  
2 assets of the covered bank holding company; and

3 (ii) title to the books, records, and assets of any previous receiver  
4 or other legal custodian of such covered bank holding company.

5 (B) OPERATE THE COVERED BANK HOLDING COMPANY.—The Appropriate  
6 Federal Regulatory Agency as conservator or receiver for a covered bank holding  
7 company may—

8 (i) take over the assets of and operate the covered bank holding  
9 company with all the powers of the members or shareholders, the  
10 directors, and the officers of the covered bank holding company and  
11 conduct all business of the covered bank holding company;

12 (ii) collect all obligations and money due the covered bank holding  
13 company;

14 (iii) perform all functions of the covered bank holding company in  
15 the name of the covered bank holding company;

16 (iv) preserve and conserve the assets and property of the covered  
17 bank holding company; and

18 (v) provide by contract for assistance in fulfilling any function,  
19 activity, action, or duty of the Appropriate Federal Regulatory Agency as  
20 conservator or receiver.

21 (C) FUNCTIONS OF COVERED BANK HOLDING COMPANY’S OFFICERS,  
22 DIRECTORS, AND SHAREHOLDERS.—The Appropriate Federal Regulatory Agency  
23 may provide for the exercise of any function by any member or stockholder,

1 director, or officer of any covered bank holding company for which the  
2 Appropriate Federal Regulatory Agency has been appointed as conservator or  
3 receiver under this section.

4 (D) POWERS AS CONSERVATOR.—The Appropriate Federal Regulatory  
5 Agency may, as conservator, and subject to all legally enforceable and perfected  
6 security interests in the assets of the covered bank holding company, take such  
7 action as may be—

8 (i) necessary to put the covered bank holding company in a sound  
9 and solvent condition; and

10 (ii) appropriate to carry on the business of the covered bank  
11 holding company and preserve and conserve the assets and property of the  
12 covered bank holding company.

13 (E) ADDITIONAL POWERS AS RECEIVER.—The Appropriate Federal  
14 Regulatory Agency may, as receiver, place the covered bank holding company in  
15 liquidation and proceed to realize upon the assets of the covered bank holding  
16 company in such manner as the Appropriate Federal Regulatory Agency deems  
17 appropriate, including through the sale of assets, the transfer of assets to a bridge  
18 bank holding company established under subsection (h), or the exercise of any  
19 other rights or privileges granted to the receiver under this section.

20 (F) ORGANIZATION OF NEW COMPANIES.—The Appropriate Federal  
21 Regulator Agency as receiver may organize a bridge bank holding company under  
22 subsection (h).

23 (G) MERGER; TRANSFER OF ASSETS AND LIABILITIES.—

1 (i) IN GENERAL.—Subject to clause (ii), the Appropriate Federal  
2 Regulator Agency as conservator or receiver may—

3 (I) merge the covered bank holding company with another  
4 company; or

5 (II) transfer any asset or liability of the covered bank  
6 holding company (including assets and liabilities associated with  
7 any trust or custody business) without obtaining any approval,  
8 assignment, or consent with respect to such transfer.

9 (ii) FEDERAL AGENCY APPROVAL; ANTITRUST REVIEW.—

10 (I) IN GENERAL.—If a transaction described in clause (i)  
11 requires approval by a Federal agency, the transaction may not be  
12 consummated before the 5th calendar day after the date of approval  
13 by the Federal agency responsible for such approval with respect  
14 thereto. If, in connection with any such approval, a report on  
15 competitive factors is required, the Federal agency responsible for  
16 such approval shall promptly notify the Attorney General of the  
17 proposed transaction and the Attorney General shall provide the  
18 required report within 10 days of the request. If a filing is required  
19 under the Hart-Scott-Rodino Antitrust Improvements Act of 1976  
20 with the Department of Justice or the Federal Trade Commission,  
21 the waiting period shall expire not later than the 30th day  
22 following such filing notwithstanding any other provision of  
23 Federal law or any attempt by any Federal agency to extend such

1                   waiting period, and no further request for information by any  
2                   Federal agency shall be permitted.

3                   (II) EMERGENCY.—If the Secretary in consultation with the  
4                   Chairman of the Federal Reserve Board has found that the  
5                   Appropriate Federal Regulatory Agency must act immediately to  
6                   prevent the probable failure of 1 or more of the covered bank  
7                   holding companies involved, the approvals and filings referred to  
8                   in subclause (I) shall not be required and the transactions may be  
9                   consummated immediately by the Appropriate Federal Regulatory  
10                  Agency.

11                  (H) PAYMENT OF VALID OBLIGATIONS.—The Appropriate Federal  
12                  Regulatory Agency, as conservator or receiver, shall, to the extent funds are  
13                  available, pay all valid obligations of the covered bank holding company that are  
14                  due and payable at the time of the appointment of the Appropriate Federal  
15                  Regulatory Agency as conservator or receiver in accordance with the  
16                  prescriptions and limitations of this title.

17                  (I) SUBPOENA AUTHORITY.—

18                  (i) IN GENERAL.—The Appropriate Federal Regulatory Agency  
19                  may, for purposes of carrying out any power, authority, or duty with  
20                  respect to a covered bank holding company (including determining any  
21                  claim against the covered bank holding company and determining and  
22                  realizing upon any asset of any person in the course of collecting money  
23                  due the covered bank holding company), exercise any power established

1 under section 8(n) of the Federal Deposit Insurance Act as if the covered  
2 bank holding company were an insured depository institution.

3 (ii) RULE OF CONSTRUCTION.—This section shall not be construed  
4 as limiting any rights that the Appropriate Federal Regulatory Agency, in  
5 any capacity, might otherwise have to exercise any powers described in  
6 clause (i) under any other provision of law.

7 (J) INCIDENTAL POWERS.—The Appropriate Federal Regulatory Agency,  
8 as conservator or receiver, may—

9 (i) exercise all powers and authorities specifically granted to  
10 conservators or receivers under this section and such incidental powers as  
11 shall be necessary to carry out such powers; and

12 (ii) take any action authorized by this section, which the  
13 Appropriate Federal Regulatory Agency determines is in the best interests  
14 of the covered bank holding company, its customers, its creditors, its  
15 counterparties, or the stability of the financial system.

16 (K) UTILIZATION OF PRIVATE SECTOR.— In carrying out its responsibilities  
17 in the management and disposition of assets from a covered bank holding  
18 company, the Appropriate Federal Regulatory Agency, as conservator or receiver,  
19 may utilize the services of private persons, including real estate and loan portfolio  
20 asset management, property management, auction marketing, legal, and brokerage  
21 services, if such services are available in the private sector and the Appropriate  
22 Federal Regulatory Agency determines utilization of such services is practicable,  
23 efficient, and cost effective.

1 (L) SHAREHOLDERS AND CREDITORS OF COVERED BANK HOLDING  
2 COMPANY.—Notwithstanding any other provision of law, the Appropriate Federal  
3 Regulatory Agency as conservator or receiver for a covered bank holding  
4 company pursuant to this section and its succession, by operation of law, to the  
5 rights, titles, powers, and privileges described in subparagraph (A) shall terminate  
6 all rights and claims that the stockholders and creditors of the covered bank  
7 holding company may have against the assets of the covered bank holding  
8 company or the Appropriate Federal Regulatory Agency arising out of their status  
9 as stockholders or creditors, except for their right to payment, resolution, or other  
10 satisfaction of their claims, as permitted under this section.

11 (M) COORDINATION WITH FOREIGN FINANCIAL AUTHORITIES.—The  
12 Appropriate Federal Regulatory Agency as conservator or receiver for a covered  
13 bank holding company shall coordinate with the appropriate foreign financial  
14 authorities regarding the resolution of subsidiaries of the covered bank holding  
15 company that are established in a country other than the United States.

16 (2) AUTHORITY OF APPROPRIATE FEDERAL REGULATORY AGENCY TO DETERMINE  
17 CLAIMS.—

18 (A) IN GENERAL.—The Appropriate Federal Regulatory Agency may, as  
19 receiver, determine claims in accordance with the requirements of this subsection  
20 and regulations prescribed under paragraph (3).

21 (B) NOTICE REQUIREMENTS.—The receiver, in any case involving the  
22 liquidation or winding up of the affairs of a covered bank holding company,  
23 shall—

1 (i) promptly publish a notice to the covered bank holding  
2 company's creditors to present their claims, together with proof, to the  
3 receiver by a date specified in the notice which shall be not less than 90  
4 days after the publication of such notice; and

5 (ii) republish such notice approximately 1 month and 2 months,  
6 respectively, after the publication under clause (i).

7 (C) MAILING REQUIRED.—The receiver shall mail a notice similar to the  
8 notice published under subparagraph (B)(i) at the time of such publication to any  
9 creditor shown on the covered bank holding company's books—

10 (i) at the creditor's last address appearing in such books; or

11 (ii) upon discovery of the name and address of a claimant not  
12 appearing on the covered bank holding company's books, within 30 days  
13 after the discovery of such name and address.

14 (3) RULEMAKING AUTHORITY RELATING TO DETERMINATION OF CLAIMS.—

15 (A) IN GENERAL.— Subject to subsection (b), the Appropriate Federal  
16 Regulatory Agency may prescribe rules and regulations regarding the allowance  
17 or disallowance of claims by the Appropriate Federal Regulatory Agency and  
18 providing for administrative determination of claims and review of such  
19 determination.

20 (B) EXISTING RULES.— Subject to subsection (b), the Appropriate Federal  
21 Regulatory Agency may elect to use the regulations adopted pursuant to the  
22 provisions of section 11 of the Federal Deposit Insurance Act with respect to the  
23 determination of claims for a covered bank holding company as if the covered

1 bank holding company were an insured depository institution.

2 (4) PROCEDURES FOR DETERMINATION OF CLAIMS.—

3 (A) DETERMINATION PERIOD.—

4 (i) IN GENERAL.—Before the end of the 180-day period beginning  
5 on the date any claim against a covered bank holding company is filed  
6 with the Appropriate Federal Regulatory Agency as receiver, the  
7 Appropriate Federal Regulatory Agency shall determine whether to allow  
8 or disallow the claim and shall notify the claimant of any determination  
9 with respect to such claim.

10 (ii) EXTENSION OF TIME.—The period described in clause (i) may  
11 be extended by a written agreement between the claimant and the  
12 Appropriate Federal Regulatory Agency.

13 (iii) MAILING OF NOTICE SUFFICIENT.—The requirements of clause  
14 (i) shall be deemed to be satisfied if the notice of any determination with  
15 respect to any claim is mailed to the last address of the claimant which  
16 appears—

17 (I) on the covered bank holding company's books;

18 (II) in the claim filed by the claimant; or

19 (III) in documents submitted in proof of the claim.

20 (iv) CONTENTS OF NOTICE OF DISALLOWANCE.—If any claim filed  
21 under clause (i) is disallowed, the notice to the claimant shall contain—

22 (I) a statement of each reason for the disallowance; and

23 (II) the procedures available for obtaining agency review of

1 the determination to disallow the claim or judicial determination of  
2 the claim.

3 (B) ALLOWANCE OF PROVEN CLAIM.—The Appropriate Federal  
4 Regulatory Agency shall allow any claim received on or before the date  
5 specified in the notice published under paragraph (2)(B)(i) by the  
6 Appropriate Federal Regulatory Agency from any claimant which is  
7 proved to the satisfaction of the Appropriate Federal Regulatory Agency.

8 (C) DISALLOWANCE OF CLAIMS FILED AFTER END OF FILING PERIOD.—

9 (i) IN GENERAL.—Except as provided in clause (ii), claims filed  
10 after the date specified in the notice published under paragraph (2)(B)(i)  
11 shall be disallowed and such disallowance shall be final.

12 (ii) CERTAIN EXCEPTIONS.—Clause (i) shall not apply with respect  
13 to any claim filed by any claimant after the date specified in the notice  
14 published under paragraph (2)(B)(i) and such claim may be considered by  
15 the receiver if—

16 (I) the claimant did not receive notice of the appointment of  
17 the receiver in time to file such claim before such date; and

18 (II) such claim is filed in time to permit payment of such  
19 claim.

20 (D) AUTHORITY TO DISALLOW CLAIMS.—

21 (i) IN GENERAL.—The Appropriate Federal Regulatory Agency  
22 may disallow any portion of any claim by a creditor or claim of security,  
23 preference, or priority which is not proved to the satisfaction of the

1 Appropriate Federal Regulatory Agency.

2 (ii) PAYMENTS TO LESS THAN FULLY SECURED CREDITORS.—In the  
3 case of a claim of a creditor against a covered bank holding company  
4 which is secured by any property or other asset of such covered bank  
5 holding company, the receiver—

6 (I) may treat the portion of such claim which exceeds an  
7 amount equal to the fair market value of such property or other  
8 asset as an unsecured claim against the covered bank holding  
9 company; and

10 (II) may not make any payment with respect to such  
11 unsecured portion of the claim other than in connection with the  
12 disposition of all claims of unsecured creditors of the covered bank  
13 holding company.

14 (iii) EXCEPTIONS.—No provision of this paragraph shall apply with  
15 respect to—

16 (I) any extension of credit from any Federal Reserve bank,  
17 or the Secretary, to any covered bank holding company; or

18 (II) subject to clause (ii), any legally enforceable or  
19 perfected security interest in the assets of the covered bank holding  
20 company securing any such extension of credit.

21 (E) NO JUDICIAL REVIEW OF DETERMINATION PURSUANT TO SUBPARAGRAPH  
22 (D).—No court may review the Appropriate Federal Regulatory Agency  
23 determination pursuant to subparagraph (D) to disallow a claim.

1 (F) LEGAL EFFECT OF FILING.—

2 (i) STATUTE OF LIMITATION TOLLED.—For purposes of any  
3 applicable statute of limitations, the filing of a claim with the Appropriate  
4 Federal Regulatory Agency shall constitute a commencement of an action.

5 (ii) NO PREJUDICE TO OTHER ACTIONS.—Subject to paragraph (9),  
6 the filing of a claim with the Appropriate Federal Regulatory Agency shall  
7 not prejudice any right of the claimant to continue any action which was  
8 filed before the appointment of the Appropriate Federal Regulatory  
9 Agency as receiver for the covered bank holding company.

10 (5) PROVISION FOR JUDICIAL DETERMINATION OF CLAIMS.—

11 (A) IN GENERAL.—Before the end of the 60-day period beginning on the  
12 earlier of—

13 (i) the end of the period described in paragraph (4)(A)(i) (or, if  
14 extended by agreement of the Appropriate Federal Regulatory Agency and  
15 the claimant, the period described in paragraph (4)(A)(ii) with respect to  
16 any claim against a covered bank holding company for which the  
17 Appropriate Federal Regulatory Agency is receiver; or

18 (ii) the date of any notice of disallowance of such claim pursuant to  
19 paragraph (4)(A)(i),

20 the claimant may file suit on a claim (or continue an action commenced before the  
21 appointment of the receiver) in the district or territorial court of the United States  
22 for the district within which the covered bank holding company's principal place  
23 of business is located or the United States District Court for the District of

1 Columbia (and such court shall have jurisdiction to hear such claim).

2 (B) STATUTE OF LIMITATIONS.—If any claimant fails to file suit on such  
3 claim (or continue an action commenced before the appointment of the receiver)  
4 before the end of the 60-day period described in subparagraph (A), the claim shall  
5 be deemed to be disallowed (other than any portion of such claim which was  
6 allowed by the receiver) as of the end of such period, such disallowance shall be  
7 final, and the claimant shall have no further rights or remedies with respect to  
8 such claim.

9 (6) EXPEDITED DETERMINATION OF CLAIMS.—

10 (A) ESTABLISHMENT REQUIRED.—The Appropriate Federal Regulatory  
11 Agency shall establish a procedure for expedited relief outside of the routine  
12 claims process established under paragraph (4) for claimants who—

13 (i) allege the existence of legally valid and enforceable or perfected  
14 security interests in assets of any covered bank holding company for  
15 which the Appropriate Federal Regulatory Agency has been appointed as  
16 receiver; and

17 (ii) allege that irreparable injury will occur if the routine claims  
18 procedure is followed.

19 (B) DETERMINATION PERIOD.—Before the end of the 90-day period  
20 beginning on the date any claim is filed in accordance with the procedures  
21 established pursuant to subparagraph (A), the Appropriate Federal Regulatory  
22 Agency shall—

23 (i) determine—

1 (I) whether to allow or disallow such claim; or

2 (II) whether such claim should be determined pursuant to  
3 the procedures established pursuant to paragraph (4); and

4 (ii) notify the claimant of the determination, and if the claim is  
5 disallowed, provide a statement of each reason for the disallowance and  
6 the procedure for obtaining judicial determination.

7 (C) PERIOD FOR FILING OR RENEWING SUIT.—Any claimant who files a  
8 request for expedited relief shall be permitted to file a suit, or to continue such a  
9 suit filed before the appointment of the Appropriate Federal Regulatory Agency  
10 as receiver, seeking a determination of the claimant’s rights with respect to such  
11 security interest after the earlier of—

12 (i) the end of the 90-day period beginning on the date of the filing  
13 of a request for expedited relief; or

14 (ii) the date the Appropriate Federal Regulatory Agency denies the  
15 claim.

16 (D) STATUTE OF LIMITATIONS.—If an action described in subparagraph (C)  
17 is not filed, or the motion to renew a previously filed suit is not made, before the  
18 end of the 30-day period beginning on the date on which such action or motion  
19 may be filed in accordance with subparagraph (B), the claim shall be deemed to  
20 be disallowed as of the end of such period (other than any portion of such claim  
21 which was allowed by the receiver), such disallowance shall be final, and the  
22 claimant shall have no further rights or remedies with respect to such claim.

23 (E) LEGAL EFFECT OF FILING.—

1 (i) STATUTE OF LIMITATION TOLLED.—For purposes of any  
2 applicable statute of limitations, the filing of a claim with the receiver  
3 shall constitute a commencement of an action.

4 (ii) NO PREJUDICE TO OTHER ACTIONS.—Subject to paragraph (9),  
5 the filing of a claim with the receiver shall not prejudice any right of the  
6 claimant to continue any action which was filed before the appointment of  
7 the Appropriate Federal Regulatory Agency as receiver for the covered  
8 bank holding company.

9 (7) AGREEMENTS AGAINST INTEREST OF THE RECEIVER.—No agreement that tends  
10 to diminish or defeat the interest of the Appropriate Federal Regulatory Agency as  
11 receiver in any asset acquired by the receiver under this section shall be valid against the  
12 receiver unless such agreement is in writing and executed by an authorized officer or  
13 representative of the covered bank holding company.

14 (8) PAYMENT OF CLAIMS.—

15 (A) IN GENERAL. —The Appropriate Federal Regulatory Agency as  
16 receiver may, in its discretion and to the extent funds are available, pay creditor  
17 claims, in such manner and amounts as are authorized under this section, which  
18 are—

19 (i) allowed by the receiver;

20 (ii) approved by the Appropriate Federal Regulatory Agency  
21 pursuant to a final determination pursuant to paragraph (6); or

22 (ii) determined by the final judgment of any court of competent  
23 jurisdiction.

1 (B) PAYMENT OF DIVIDENDS ON CLAIMS.—The receiver may, in the  
2 receiver’s sole discretion and to the extent otherwise permitted by this section,  
3 pay dividends on proven claims at any time, and no liability shall attach to the  
4 Appropriate Federal Regulatory Agency (in the Appropriate Federal Regulatory  
5 Agency’s capacity as receiver), by reason of any such payment, for failure to pay  
6 dividends to a claimant whose claim is not proved at the time of any such  
7 payment.

8 (C) RULEMAKING AUTHORITY OF APPROPRIATE FEDERAL REGULATORY  
9 AGENCY.—The Appropriate Federal Regulatory Agency may prescribe such rules,  
10 including definitions of terms, as it deems appropriate to establish a single  
11 uniform interest rate for, or to make payments of post insolvency interest to  
12 creditors holding proven claims against the receivership estates of a covered bank  
13 holding company following satisfaction by the receiver of the principal amount of  
14 all creditor claims.

15 (9) SUSPENSION OF LEGAL ACTIONS.—

16 (A) IN GENERAL.—After the appointment of the Appropriate Federal  
17 Regulatory Agency as conservator or receiver for a covered bank holding  
18 company, the Appropriate Federal Regulatory Agency may request a stay for a  
19 period not to exceed—

20 (i) 45 days, in the case of any conservator; and

21 (ii) 90 days, in the case of any receiver,

22 in any non-criminal judicial action or proceeding to which such covered bank  
23 holding company is or becomes a party.

1 (B) GRANT OF STAY BY ALL COURTS REQUIRED.—Upon receipt of a request  
2 by the Appropriate Federal Regulatory Agency pursuant to subparagraph (A) for a  
3 stay of any non-criminal judicial action or proceeding in any court with  
4 jurisdiction of such action or proceeding, the court shall grant such stay as to all  
5 parties.

6 (10) ADDITIONAL RIGHTS AND DUTIES.—

7 (A) PRIOR FINAL ADJUDICATION.—The Appropriate Federal Regulatory  
8 Agency shall abide by any final unappealable judgment of any court of competent  
9 jurisdiction which was rendered before the appointment of the Appropriate  
10 Federal Regulatory Agency as conservator or receiver.

11 (B) RIGHTS AND REMEDIES OF CONSERVATOR OR RECEIVER.—In the event  
12 of any appealable judgment, the Appropriate Federal Regulatory Agency as  
13 conservator or receiver shall—

14 (i) have all the rights and remedies available to the covered bank  
15 holding company (before the appointment of the conservator or receiver  
16 under section 1204) and the Appropriate Federal Regulatory Agency,  
17 including but not limited to removal to Federal court and all appellate  
18 rights; and

19 (ii) not be required to post any bond in order to pursue such  
20 remedies.

21 (C) NO ATTACHMENT OR EXECUTION.—No attachment or execution may  
22 issue by any court upon assets in the possession of the receiver.

23 (D) LIMITATION ON JUDICIAL REVIEW.—Except as otherwise provided in

1 this subsection, no court shall have jurisdiction over—

2 (i) any claim or action for payment from, or any action seeking a  
3 determination of rights with respect to, the assets of any covered bank  
4 holding company for which the Appropriate Federal Regulatory Agency  
5 has been appointed receiver, including any assets which the Appropriate  
6 Federal Regulatory Agency may acquire from itself as such receiver; or

7 (ii) any claim relating to any act or omission of such covered bank  
8 holding company or the Appropriate Federal Regulatory Agency as  
9 receiver.

10 (E) DISPOSITION OF ASSETS.—In exercising any right, power, privilege, or  
11 authority as conservator or receiver in connection with any covered bank holding  
12 company for which the Appropriate Federal Regulatory Agency is acting as  
13 conservator or receiver under this section, the Appropriate Federal Regulatory  
14 Agency shall, to the greatest extent practicable, conduct its operations in a manner  
15 which—

16 (i) maximizes the net present value return from the sale or  
17 disposition of such assets;

18 (ii) minimizes the amount of any loss realized in the resolution of  
19 cases;

20 (iii) minimizes the cost to the general fund of the Treasury;

21 (iv) mitigates the potential for serious adverse effects to the  
22 financial system and the U.S. economy;

23 (v) ensures timely and adequate competition and fair and

1 consistent treatment of offerors; and

2 (vi) prohibits discrimination on the basis of race, sex, or ethnic  
3 groups in the solicitation and consideration of offers.

4 (11) STATUTE OF LIMITATIONS FOR ACTIONS BROUGHT BY RECEIVER.—

5 (A) IN GENERAL.—Notwithstanding any provision of any contract, the  
6 applicable statute of limitations with regard to any action brought by the  
7 Appropriate Federal Regulatory Agency as conservator or receiver shall be—

8 (i) in the case of any contract claim, the longer of—

9 (I) the 6-year period beginning on the date the claim  
10 accrues; or

11 (II) the period applicable under State law; and

12 (ii) in the case of any tort claim, the longer of—

13 (I) the 3-year period beginning on the date the claim  
14 accrues; or

15 (II) the period applicable under State law.

16 (B) DETERMINATION OF THE DATE ON WHICH A CLAIM ACCRUES.—For  
17 purposes of subparagraph (A), the date on which the statute of limitations begins  
18 to run on any claim described in such subparagraph shall be the later of—

19 (i) the date of the appointment of the Appropriate Federal  
20 Regulatory Agency as conservator or receiver under this title; or

21 (ii) the date on which the cause of action accrues.

22 (C) REVIVAL OF EXPIRED STATE CAUSES OF ACTION.—

23 (i) IN GENERAL.—In the case of any tort claim described in clause

1 (ii) for which the statute of limitation applicable under State law with  
2 respect to such claim has expired not more than 5 years before the  
3 appointment of the Appropriate Federal Regulatory Agency as conservator  
4 or receiver, the Appropriate Federal Regulatory Agency may bring an  
5 action as conservator or receiver on such claim without regard to the  
6 expiration of the statute of limitation applicable under State law.

7 (ii) CLAIMS DESCRIBED.—A tort claim referred to in clause (i) is a  
8 claim arising from fraud, intentional misconduct resulting in unjust  
9 enrichment, or intentional misconduct resulting in substantial loss to the  
10 covered bank holding company.

11 (12) FRAUDULENT TRANSFERS.—

12 (A) IN GENERAL.—The Appropriate Federal Regulatory Agency, as  
13 conservator or receiver for any covered bank holding company, may avoid a  
14 transfer of any interest of an institution-affiliated party, or any person who the  
15 Appropriate Federal Regulatory Agency determines is a debtor of the covered  
16 bank holding company, in property, or any obligation incurred by such party or  
17 person, that was made within 5 years of the date on which the Appropriate  
18 Federal Regulatory Agency was appointed conservator or receiver if such party or  
19 person voluntarily or involuntarily made such transfer or incurred such liability  
20 with the intent to hinder, delay, or defraud the covered bank holding company or  
21 the Appropriate Federal Regulatory Agency.

22 (B) RIGHT OF RECOVERY.—To the extent a transfer is avoided under  
23 subparagraph (A), the Appropriate Federal Regulatory Agency may recover, for

1 the benefit of the covered bank holding company, the property transferred or, if a  
2 court so orders, the value of such property (at the time of such transfer) from—

3 (i) the initial transferee of such transfer or the institution-affiliated  
4 party or person for whose benefit such transfer was made; or

5 (ii) any immediate or mediate transferee of any such initial  
6 transferee.

7 (C) RIGHTS OF TRANSFEREE OR OBLIGEE.—The Appropriate Federal  
8 Regulatory Agency may not recover under subparagraph (B)—

9 (i) any transfer that takes for value, including satisfaction or  
10 securing of a present or antecedent debt, in good faith, or

11 (ii) any immediate or mediate good faith transferee of such  
12 transferee.

13 (D) RIGHTS UNDER THIS SUBSECTION.—The rights of the Appropriate  
14 Federal Regulatory Agency as receiver of a covered bank holding company under  
15 this subsection shall be superior to any rights of a trustee or any other party (other  
16 than any party which is a Federal agency) under title 11, United States Code.

17 (E) DEFINITION.—For purposes of this subsection, the term  
18 “institution-affiliated party” means—

19 (i) any director, officer, employee, or controlling stockholder of, or  
20 agent for, a covered bank holding company;

21 (ii) any shareholder, consultant, joint venture partner, and any  
22 other person as determined by the Appropriate Federal Regulatory Agency  
23 (by regulation or otherwise) who participates in the conduct of the affairs

1 of a covered bank holding company; and

2 (iii) any independent contractor (including any attorney, appraiser,  
3 or accountant) who knowingly or recklessly participates in—

4 (I) any violation of any law or regulation;

5 (II) any breach of fiduciary duty; or

6 (III) any unsafe or unsound practice,

7 which caused or is likely to cause more than a minimal financial loss to, or  
8 a significant adverse effect on, the covered bank holding company.

9 (13) ATTACHMENT OF ASSETS AND OTHER INJUNCTIVE RELIEF.—Subject to  
10 paragraph (14), any court of competent jurisdiction may, at the request of the Appropriate  
11 Federal Regulatory Agency, issue an order in accordance with Rule 65 of the Federal  
12 Rules of Civil Procedure, including an order placing the assets of any person designated  
13 by the Appropriate Federal Regulatory Agency under the control of the court and  
14 appointing a trustee to hold such assets.

15 (14) STANDARDS.—

16 (A) SHOWING.—Rule 65 of the Federal Rules of Civil Procedure shall  
17 apply with respect to any proceeding under paragraph (13) without regard to the  
18 requirement of such rule that the applicant show that the injury, loss, or damage is  
19 irreparable and immediate.

20 (B) STATE PROCEEDING.—If, in the case of any proceeding in a State  
21 court, the court determines that rules of civil procedure available under the laws  
22 of such State provide substantially similar protections to such party's right to due  
23 process as Rule 65 (as modified with respect to such proceeding by subparagraph

1 (A)), the relief sought by the Appropriate Federal Regulatory Agency pursuant to  
2 paragraph (14) may be requested under the laws of such State.

3 (15) TREATMENT OF CLAIMS ARISING FROM BREACH OF CONTRACTS EXECUTED BY  
4 THE APPROPRIATE FEDERAL REGULATORY AGENCY AS RECEIVER OR CONSERVATOR.—

5 Notwithstanding any other provision of this subsection, any final and unappealable  
6 judgment for monetary damages entered against the Appropriate Federal Regulatory  
7 Agency as receiver or conservator for a covered bank holding company for the breach of  
8 an agreement executed or approved by the Appropriate Federal Regulatory Agency after  
9 the date of its appointment shall be paid as an administrative expense of the receiver or  
10 conservator. Nothing in this paragraph shall be construed to limit the power of a receiver  
11 or conservator to exercise any rights under contract or law, including to terminate,  
12 breach, cancel, or otherwise discontinue such agreement.

13 (16) ACCOUNTING AND RECORDKEEPING REQUIREMENTS.—

14 (A) IN GENERAL.—The Appropriate Federal Regulatory Agency as  
15 conservator or receiver shall, consistent with the accounting and reporting  
16 practices and procedures established by the Appropriate Federal Regulatory  
17 Agency, maintain a full accounting of each conservatorship, receivership, or other  
18 disposition of any covered bank holding company.

19 (B) ANNUAL ACCOUNTING OR REPORT.—With respect to each  
20 conservatorship or receivership to which the Appropriate Federal Regulatory  
21 Agency was appointed, the Appropriate Federal Regulatory Agency shall make an  
22 annual accounting or report, as appropriate, available to the Secretary and the  
23 Comptroller General of the United States.

1 (C) AVAILABILITY OF REPORTS.—Any report prepared pursuant to  
2 subparagraph (B) shall be made available by the Appropriate Federal Regulatory  
3 Agency upon request to any member of the public.

4 (D) RECORDKEEPING REQUIREMENT.—

5 (i) IN GENERAL.—Except as provided in clause (ii), after the end of  
6 the 6-year period beginning on the date the Appropriate Federal  
7 Regulatory Agency is appointed as receiver of a covered bank holding  
8 company the Appropriate Federal Regulatory Agency may destroy any  
9 records of such covered bank holding company which the Appropriate  
10 Federal Regulatory Agency, in the Appropriate Federal Regulatory  
11 Agency’s discretion, determines to be unnecessary unless directed not to  
12 do so by a court of competent jurisdiction or governmental agency, or  
13 prohibited by law.

14 (ii) OLD RECORDS.—Notwithstanding clause (i), the Appropriate  
15 Federal Regulatory Agency may destroy records of a covered bank  
16 holding company which are at least 10 years old as of the date on which  
17 the Appropriate Federal Regulatory Agency is appointed as the receiver of  
18 such company in accordance with clause (i) at any time after such  
19 appointment is final, without regard to the 6-year period of limitation  
20 contained in clause (i).

21 (b) PRIORITY OF EXPENSES AND UNSECURED CLAIMS.—

22 (1) IN GENERAL.—Unsecured claims against a covered bank holding company, or  
23 the receiver for such covered bank holding company under this section, that are proven to

1 the satisfaction of the receiver shall have priority in the following order:

2 (A) Administrative expenses of the receiver.

3 (B) Any amounts owed to the United States.

4 (C) Any other general or senior liability of the covered bank holding  
5 company (which is not a liability described under subparagraph (D) or (E)).

6 (D) Any obligation subordinated to general creditors (which is not an  
7 obligation described under subparagraph (E)).

8 (E) Any obligation to shareholders, members, general partners, limited  
9 partners or other persons with interests in the equity of the covered bank holding  
10 company arising as a result of their status as shareholders, members, general  
11 partners, limited partners or other persons with interests in the equity of the  
12 covered bank holding company.

13 (2) CREDITORS SIMILARLY SITUATED.—All claimants of a covered bank holding  
14 company that are similarly situated under paragraph (1) shall be treated in a similar  
15 manner, except that the receiver may take any action (including making payments) that  
16 does not comply with this subsection, if—

17 (A) the Appropriate Federal Regulatory Agency determines that such  
18 action is necessary to maximize the value of the assets of the covered bank  
19 holding company, to maximize the present value return from the sale or other  
20 disposition of the assets of the covered bank holding company, to minimize the  
21 amount of any loss realized upon the sale or other disposition of the assets of the  
22 covered bank holding company, or to contain or address serious adverse effects  
23 on financial stability or the U.S. economy; and

1 (B) all claimants that are similarly situated under paragraph (1) receive not  
2 less than the amount provided in subsection (d)(2).

3 (3) SECURED CLAIMS UNAFFECTED.—This subsection shall not affect secured  
4 claims, except to the extent that the security is insufficient to satisfy the claim and then  
5 only with regard to the difference between the claim and the amount realized from the  
6 security.

7 (4) DEFINITIONS.—As used in this subsection, the term “administrative expenses  
8 of the receiver” includes—

9 (A) the actual, necessary costs and expenses incurred by the receiver in  
10 preserving the assets of a covered bank holding company or liquidating or  
11 otherwise resolving the affairs of a covered bank holding company for which the  
12 Appropriate Federal Regulatory Agency has been appointed as receiver; and

13 (B) any obligations that the receiver determines are necessary and  
14 appropriate to facilitate the smooth and orderly liquidation or other resolution of  
15 the covered bank holding company.

16 (c) PROVISIONS RELATING TO CONTRACTS ENTERED INTO BEFORE APPOINTMENT OF  
17 CONSERVATOR OR RECEIVER.

18 (1) AUTHORITY TO REPUDIATE CONTRACTS.—In addition to any other rights a  
19 conservator or receiver may have, the Appropriate Federal Regulatory Agency as  
20 conservator or receiver for any covered bank holding company may disaffirm or  
21 repudiate any contract or lease—

22 (A) to which the covered bank holding company is a party;

23 (B) the performance of which the conservator or receiver, in the

1 conservator's or receiver's discretion, determines to be burdensome; and

2 (C) the disaffirmance or repudiation of which the conservator or receiver  
3 determines, in the conservator's or receiver's discretion, will promote the orderly  
4 administration of the covered bank holding company's affairs.

5 (2) TIMING OF REPUDIATION.—The conservator or receiver appointed for any  
6 covered bank holding company under section 1204 shall determine whether or not to  
7 exercise the rights of repudiation under this subsection within a reasonable period  
8 following such appointment.

9 (3) CLAIMS FOR DAMAGES FOR REPUDIATION.—

10 (A) IN GENERAL.—Except as otherwise provided in subparagraph (C) and  
11 paragraphs (4), (5), and (6), the liability of the conservator or receiver for the  
12 disaffirmance or repudiation of any contract pursuant to paragraph (1) shall be—

13 (i) limited to actual direct compensatory damages; and

14 (ii) determined as of—

15 (I) the date of the appointment of the conservator or  
16 receiver; or

17 (II) in the case of any contract or agreement referred to in  
18 paragraph (8), the date of the disaffirmance or repudiation of such  
19 contract or agreement.

20 (B) NO LIABILITY FOR OTHER DAMAGES.—For purposes of subparagraph  
21 (A), the term “actual direct compensatory damages” does not include—

22 (i) punitive or exemplary damages;

23 (ii) damages for lost profits or opportunity; or

1 (iii) damages for pain and suffering.

2 (C) MEASURE OF DAMAGES FOR REPUDIATION OF QUALIFIED FINANCIAL  
3 CONTRACTS.—In the case of any qualified financial contract or agreement to  
4 which paragraph (8) applies, compensatory damages shall be—

5 (i) deemed to include normal and reasonable costs of cover or  
6 other reasonable measures of damages utilized in the industries for such  
7 contract and agreement claims; and

8 (ii) paid in accordance with this subsection and subsection (d)  
9 except as otherwise specifically provided in this subsection.

10 (4) LEASES UNDER WHICH THE COVERED BANK HOLDING COMPANY IS THE  
11 LESSEE.—

12 (A) IN GENERAL.—If the conservator or receiver disaffirms or repudiates a  
13 lease under which the covered bank holding company was the lessee, the  
14 conservator or receiver shall not be liable for any damages (other than damages  
15 determined pursuant to subparagraph (B)) for the disaffirmance or repudiation of  
16 such lease.

17 (B) PAYMENTS OF RENT.—Notwithstanding subparagraph (A), the lessor  
18 under a lease to which such subparagraph applies shall—

19 (i) be entitled to the contractual rent accruing before the later of the  
20 date—

21 (I) the notice of disaffirmance or repudiation is mailed; or

22 (II) the disaffirmance or repudiation becomes effective,

23 unless the lessor is in default or breach of the terms of the lease;

1 (ii) have no claim for damages under any acceleration clause or  
2 other penalty provision in the lease; and

3 (iii) have a claim for any unpaid rent, subject to all appropriate  
4 offsets and defenses, due as of the date of the appointment which shall be  
5 paid in accordance with this subsection and subsection (d).

6 (5) LEASES UNDER WHICH THE COVERED BANK HOLDING COMPANY IS THE  
7 LESSOR.—

8 (A) IN GENERAL.—If the conservator or receiver repudiates an unexpired  
9 written lease of real property of the covered bank holding company under which  
10 the covered bank holding company is the lessor and the lessee is not, as of the  
11 date of such repudiation, in default, the lessee under such lease may either—

12 (i) treat the lease as terminated by such repudiation; or

13 (ii) remain in possession of the leasehold interest for the balance of  
14 the term of the lease unless the lessee defaults under the terms of the lease  
15 after the date of such repudiation.

16 (B) PROVISIONS APPLICABLE TO LESSEE REMAINING IN POSSESSION.—If any  
17 lessee under a lease described in subparagraph (A) remains in possession of a  
18 leasehold interest pursuant to clause (ii) of such subparagraph—

19 (i) the lessee—

20 (I) shall continue to pay the contractual rent pursuant to the  
21 terms of the lease after the date of the repudiation of such lease;

22 (II) may offset against any rent payment which accrues  
23 after the date of the repudiation of the lease, any damages which

1                   accrue after such date due to the nonperformance of any obligation  
2                   of the covered bank holding company under the lease after such  
3                   date; and

4                   (ii) the conservator or receiver shall not be liable to the lessee for  
5                   any damages arising after such date as a result of the repudiation other  
6                   than the amount of any offset allowed under clause (i)(II).

7                   (6) CONTRACTS FOR THE SALE OF REAL PROPERTY.—

8                   (A) IN GENERAL.—If the conservator or receiver repudiates any contract  
9                   (which meets the requirements of subsection (a)(7)) for the sale of real property  
10                  and the purchaser of such real property under such contract is in possession and is  
11                  not, as of the date of such repudiation, in default, such purchaser may either—

- 12                               (i) treat the contract as terminated by such repudiation; or  
13                               (ii) remain in possession of such real property.

14                  (B) PROVISIONS APPLICABLE TO PURCHASER REMAINING IN POSSESSION.—

15                  If any purchaser of real property under any contract described in subparagraph  
16                  (A) remains in possession of such property pursuant to clause (ii) of such  
17                  subparagraph—

18                               (i) the purchaser—

19                                       (I) shall continue to make all payments due under the  
20                                       contract after the date of the repudiation of the contract; and

21                                       (II) may offset against any such payments any damages  
22                                       which accrue after such date due to the nonperformance (after such  
23                                       date) of any obligation of the covered bank holding company under

1 the contract; and

2 (ii) the conservator or receiver shall—

3 (I) not be liable to the purchaser for any damages arising  
4 after such date as a result of the repudiation other than the amount  
5 of any offset allowed under clause (i)(II);

6 (II) deliver title to the purchaser in accordance with the  
7 provisions of the contract; and

8 (III) have no obligation under the contract other than the  
9 performance required under subclause (II).

10 (C) ASSIGNMENT AND SALE ALLOWED.—

11 (i) IN GENERAL.—No provision of this paragraph shall be construed  
12 as limiting the right of the conservator or receiver to assign the contract  
13 described in subparagraph (A) and sell the property subject to the contract  
14 and the provisions of this paragraph.

15 (ii) NO LIABILITY AFTER ASSIGNMENT AND SALE.—If an assignment  
16 and sale described in clause (i) is consummated, the conservator or  
17 receiver shall have no further liability under the contract described in  
18 subparagraph (A) or with respect to the real property which was the  
19 subject of such contract.

20 (7) PROVISIONS APPLICABLE TO SERVICE CONTRACTS.—

21 (A) SERVICES PERFORMED BEFORE APPOINTMENT.—In the case of any  
22 contract for services between any person and any covered bank holding company  
23 for which the Appropriate Federal Regulatory Agency has been appointed

1 conservator or receiver, any claim of such person for services performed before  
2 the appointment of the conservator or the receiver shall be—

3 (i) a claim to be paid in accordance with subsections (a), (b) and  
4 (d); and

5 (ii) deemed to have arisen as of the date the conservator or receiver  
6 was appointed.

7 (B) SERVICES PERFORMED AFTER APPOINTMENT AND PRIOR TO  
8 REPUDIATION.—If, in the case of any contract for services described in  
9 subparagraph (A), the conservator or receiver accepts performance by the other  
10 person before the conservator or receiver makes any determination to exercise the  
11 right of repudiation of such contract under this section—

12 (i) the other party shall be paid under the terms of the contract for  
13 the services performed; and

14 (ii) the amount of such payment shall be treated as an  
15 administrative expense of the conservatorship or receivership.

16 (C) ACCEPTANCE OF PERFORMANCE NO BAR TO SUBSEQUENT  
17 REPUDIATION.—The acceptance by any conservator or receiver of services  
18 referred to in subparagraph (B) in connection with a contract described in such  
19 subparagraph shall not affect the right of the conservator or receiver to repudiate  
20 such contract under this section at any time after such performance.

21 (8) CERTAIN QUALIFIED FINANCIAL CONTRACTS.—

22 (A) RIGHTS OF PARTIES TO CONTRACTS.—Subject to paragraphs (9) and  
23 (10) of this subsection and notwithstanding any other provision of this section

1 (other than subsection (a)(8)), any other Federal law, or the law of any State, no  
2 person shall be stayed or prohibited from exercising—

3 (i) any right such person has to cause the termination, liquidation,  
4 or acceleration of any qualified financial contract with a covered bank  
5 holding company which arises upon the appointment of the Appropriate  
6 Federal Regulatory Agency as receiver for such covered bank holding  
7 company at any time after such appointment;

8 (ii) any right under any security agreement or arrangement or other  
9 credit enhancement related to one or more qualified financial contracts  
10 described in clause (i).

11 (iii) any right to offset or net out any termination value, payment  
12 amount, or other transfer obligation arising under or in connection with 1  
13 or more contracts and agreements described in clause (i), including any  
14 master agreement for such contracts or agreements.

15 (B) APPLICABILITY OF OTHER PROVISIONS.—Subsection (a)(10) shall apply  
16 in the case of any judicial action or proceeding brought against any receiver  
17 referred to in subparagraph (A), or the covered bank holding company for which  
18 such receiver was appointed, by any party to a contract or agreement described in  
19 subparagraph (A)(i) with such company.

20 (C) CERTAIN TRANSFERS NOT AVOIDABLE.—

21 (i) IN GENERAL.—Notwithstanding paragraph (11), section 5242 of  
22 the Revised Statutes of the United States or any other provision of Federal  
23 or State law relating to the avoidance of preferential or fraudulent

1 transfers, the Appropriate Federal Regulatory Agency, whether acting as  
2 such or as conservator or receiver of a covered bank holding company,  
3 may not avoid any transfer of money or other property in connection with  
4 any qualified financial contract with a covered bank holding company.

5 (ii) EXCEPTION FOR CERTAIN TRANSFERS.—Clause (i) shall not  
6 apply to any transfer of money or other property in connection with any  
7 qualified financial contract with a covered bank holding company if the  
8 Appropriate Federal Regulatory Agency determines that the transferee had  
9 actual intent to hinder, delay, or defraud such company, the creditors of  
10 such company, or any conservator or receiver appointed for such  
11 company.

12 (D) CERTAIN CONTACTS AND AGREEMENTS DEFINED.—For purposes of this  
13 subsection, the following definitions shall apply:

14 (i) QUALIFIED FINANCIAL CONTRACT.—The term “qualified  
15 financial contract” means any securities contract, commodity contract,  
16 forward contract, repurchase agreement, swap agreement, and any similar  
17 agreement that the Appropriate Federal Regulatory Agency determines by  
18 regulation, resolution, or order to be a qualified financial contract for  
19 purposes of this paragraph.

20 (ii) SECURITIES CONTRACT.—The term “securities contract”—

21 (I) means a contract for the purchase, sale, or loan of a  
22 security, a certificate of deposit, a mortgage loan, any interest in a  
23 mortgage loan, a group or index of securities, certificates of

1 deposit, or mortgage loans or interests therein (including any  
2 interest therein or based on the value thereof) or any option on any  
3 of the foregoing, including any option to purchase or sell any such  
4 security, certificate of deposit, mortgage loan, interest, group or  
5 index, or option, and including any repurchase or reverse  
6 repurchase transaction on any such security, certificate of deposit,  
7 mortgage loan, interest, group or index, or option (whether or not  
8 such repurchase or reverse repurchase transaction is a “repurchase  
9 agreement,” as defined in clause (v));

10 (II) does not include any purchase, sale, or repurchase  
11 obligation under a participation in a commercial mortgage loan  
12 unless the Appropriate Federal Regulatory Agency determines by  
13 regulation, resolution, or order to include any such agreement  
14 within the meaning of such term;

15 (III) means any option entered into on a national securities  
16 exchange relating to foreign currencies;

17 (IV) means the guarantee (including by novation) by or to  
18 any securities clearing agency of any settlement of cash, securities,  
19 certificates of deposit, mortgage loans or interests therein, group or  
20 index of securities, certificates of deposit or mortgage loans or  
21 interests therein (including any interest therein or based on the  
22 value thereof) or option on any of the foregoing, including any  
23 option to purchase or sell any such security, certificate of deposit,

1 mortgage loan, interest, group or index, or option (whether or not  
2 such settlement is in connection with any agreement or transaction  
3 referred to in subclauses (I) through (XII) (other than subclause  
4 (II));

5 (V) means any margin loan;

6 (VI) means any extension of credit for the clearance or  
7 settlement of securities transactions;

8 (VII) means any loan transaction coupled with a securities  
9 collar transaction, any prepaid securities forward transaction, or  
10 any total return swap transaction coupled with a securities sale  
11 transaction;

12 (VIII) means any other agreement or transaction that is  
13 similar to any agreement or transaction referred to in this clause;

14 (IX) means any combination of the agreements or  
15 transactions referred to in this clause;

16 (X) means any option to enter into any agreement or  
17 transaction referred to in this clause;

18 (XI) means a master agreement that provides for an  
19 agreement or transaction referred to in subclause (I), (III), (IV),  
20 (V), (VI), (VII), (VIII), (IX), or (X), together with all supplements  
21 to any such master agreement, without regard to whether the  
22 master agreement provides for an agreement or transaction that is  
23 not a securities contract under this clause, except that the master

1 agreement shall be considered to be a securities contract under this  
2 clause only with respect to each agreement or transaction under the  
3 master agreement that is referred to in subclause (I), (III), (IV),  
4 (V), (VI), (VII), (VIII), (IX), or (X); and

5 (XII) means any security agreement or arrangement or  
6 other credit enhancement related to any agreement or transaction  
7 referred to in this clause, including any guarantee or  
8 reimbursement obligation in connection with any agreement or  
9 transaction referred to in this clause.

10 (iii) COMMODITY CONTRACT.—The term “commodity contract”

11 means—

12 (I) with respect to a futures commission merchant, a  
13 contract for the purchase or sale of a commodity for future delivery  
14 on, or subject to the rules of, a contract market or board of trade;

15 (II) with respect to a foreign futures commission merchant,  
16 a foreign future;

17 (III) with respect to a leverage transaction merchant, a  
18 leverage transaction;

19 (IV) with respect to a clearing organization, a contract for  
20 the purchase or sale of a commodity for future delivery on, or  
21 subject to the rules of, a contract market or board of trade that is  
22 cleared by such clearing organization, or commodity option traded  
23 on, or subject to the rules of, a contract market or board of trade

1 that is cleared by such clearing organization;

2 (V) with respect to a commodity options dealer, a  
3 commodity option;

4 (VI) any other agreement or transaction that is similar to  
5 any agreement or transaction referred to in this clause;

6 (VII) any combination of the agreements or transactions  
7 referred to in this clause;

8 (VIII) any option to enter into any agreement or transaction  
9 referred to in this clause;

10 (IX) a master agreement that provides for an agreement or  
11 transaction referred to in subclause (I), (II), (III), (IV), (V), (VI),  
12 (VII), or (VIII), together with all supplements to any such master  
13 agreement, without regard to whether the master agreement  
14 provides for an agreement or transaction that is not a commodity  
15 contract under this clause, except that the master agreement shall  
16 be considered to be a commodity contract under this clause only  
17 with respect to each agreement or transaction under the master  
18 agreement that is referred to in subclause (I), (II), (III), (IV), (V),  
19 (VI), (VII), or (VIII); or

20 (X) any security agreement or arrangement or other credit  
21 enhancement related to any agreement or transaction referred to in  
22 this clause, including any guarantee or reimbursement obligation in  
23 connection with any agreement or transaction referred to in this

1 clause.

2 (iv) FORWARD CONTRACT.—The term “forward contract” means—

3 (I) a contract (other than a commodity contract) for the  
4 purchase, sale, or transfer of a commodity or any similar good,  
5 article, service, right, or interest which is presently or in the future  
6 becomes the subject of dealing in the forward contract trade, or  
7 product or byproduct thereof, with a maturity date more than 2  
8 days after the date the contract is entered into, including a  
9 repurchase or reverse repurchase transaction (whether or not such  
10 repurchase or reverse repurchase transaction is a “repurchase  
11 agreement”, as defined in clause (v)), consignment, lease, swap,  
12 hedge transaction, deposit, loan, option, allocated transaction,  
13 unallocated transaction, or any other similar agreement;

14 (II) any combination of agreements or transactions referred  
15 to in subclauses (I) and (III);

16 (III) any option to enter into any agreement or transaction  
17 referred to in subclause (I) or (II);

18 (IV) a master agreement that provides for an agreement or  
19 transaction referred to in subclauses (I), (II), or (III), together with  
20 all supplements to any such master agreement, without regard to  
21 whether the master agreement provides for an agreement or  
22 transaction that is not a forward contract under this clause, except  
23 that the master agreement shall be considered to be a forward

1 contract under this clause only with respect to each agreement or  
2 transaction under the master agreement that is referred to in  
3 subclause (I), (II), or (III); or

4 (V) any security agreement or arrangement or other credit  
5 enhancement related to any agreement or transaction referred to in  
6 subclause (I), (II), (III), or (IV), including any guarantee or  
7 reimbursement obligation in connection with any agreement or  
8 transaction referred to in any such subclause.

9 (v) REPURCHASE AGREEMENT.—The term “repurchase agreement”  
10 (which definition also applies to a reverse repurchase agreement)—

11 (I) means an agreement, including related terms, which  
12 provides for the transfer of one or more certificates of deposit,  
13 mortgage-related securities (as such term is defined in the  
14 Securities Exchange Act of 1934), mortgage loans, interests in  
15 mortgage-related securities or mortgage loans, eligible bankers’  
16 acceptances, qualified foreign government securities (which for  
17 these purpose shall mean a security that is a direct obligation of, or  
18 that is fully guaranteed by, the central government of a member of  
19 the Organization for Economic Cooperation and Development as  
20 determined by regulation or order adopted by the Federal Reserve  
21 Board) or securities that are direct obligations of, or that are fully  
22 guaranteed by, the United States or any agency of the United States  
23 against the transfer of funds by the transferee of such certificates of

1 deposit, eligible bankers' acceptances, securities, mortgage loans,  
2 or interests with a simultaneous agreement by such transferee to  
3 transfer to the transferor thereof certificates of deposit, eligible  
4 bankers' acceptances, securities, mortgage loans, or interests as  
5 described above, at a date certain not later than 1 year after such  
6 transfers or on demand, against the transfer of funds, or any other  
7 similar agreement;

8 (II) does not include any repurchase obligation under a  
9 participation in a commercial mortgage loan unless the  
10 Appropriate Federal Regulatory Agency determines by regulation,  
11 resolution, or order to include any such participation within the  
12 meaning of such term;

13 (III) means any combination of agreements or transactions  
14 referred to in subclauses (I) and (IV);

15 (IV) means any option to enter into any agreement or  
16 transaction referred to in subclause (I) or (III);

17 (V) means a master agreement that provides for an  
18 agreement or transaction referred to in subclause (I), (III), or (IV),  
19 together with all supplements to any such master agreement,  
20 without regard to whether the master agreement provides for an  
21 agreement or transaction that is not a repurchase agreement under  
22 this clause, except that the master agreement shall be considered to  
23 be a repurchase agreement under this subclause only with respect

1 to each agreement or transaction under the master agreement that is  
2 referred to in subclause (I), (III), or (IV); and

3 (VI) means any security agreement or arrangement or other  
4 credit enhancement related to any agreement or transaction  
5 referred to in subclause (I), (III), (IV), or (V), including any  
6 guarantee or reimbursement obligation in connection with any  
7 agreement or transaction referred to in any such subclause.

8 (vi) SWAP AGREEMENT.—The term “swap agreement” means—

9 (I) any agreement, including the terms and conditions  
10 incorporated by reference in any such agreement, which is an  
11 interest rate swap, option, future, or forward agreement, including  
12 a rate floor, rate cap, rate collar, cross-currency rate swap, and  
13 basis swap; a spot, same day-tomorrow, tomorrow-next, forward,  
14 or other foreign exchange, precious metals, or other commodity  
15 agreement; a currency swap, option, future, or forward agreement;  
16 an equity index or equity swap, option, future, or forward  
17 agreement; a debt index or debt swap, option, future, or forward  
18 agreement; a total return, credit spread or credit swap, option,  
19 future, or forward agreement; a commodity index or commodity  
20 swap, option, future, or forward agreement; weather swap, option,  
21 future, or forward agreement; an emissions swap, option, future, or  
22 forward agreement; or an inflation swap, option, future, or forward  
23 agreement;

1 (II) any agreement or transaction that is similar to any other  
2 agreement or transaction referred to in this clause and that is of a  
3 type that has been, is presently, or in the future becomes, the  
4 subject of recurrent dealings in the swap or other derivatives  
5 markets (including terms and conditions incorporated by reference  
6 in such agreement) and that is a forward, swap, future, option or  
7 spot transaction on one or more rates, currencies, commodities,  
8 equity securities or other equity instruments, debt securities or  
9 other debt instruments, quantitative measures associated with an  
10 occurrence, extent of an occurrence, or contingency associated  
11 with a financial, commercial, or economic consequence, or  
12 economic or financial indices or measures of economic or financial  
13 risk or value;

14 (III) any combination of agreements or transactions  
15 referred to in this clause;

16 (IV) any option to enter into any agreement or transaction  
17 referred to in this clause;

18 (V) a master agreement that provides for an agreement or  
19 transaction referred to in subclause (I), (II), (III), or (IV), together  
20 with all supplements to any such master agreement, without regard  
21 to whether the master agreement contains an agreement or  
22 transaction that is not a swap agreement under this clause, except  
23 that the master agreement shall be considered to be a swap

1 agreement under this clause only with respect to each agreement or  
2 transaction under the master agreement that is referred to in  
3 subclause (I), (II), (III), or (IV); and

4 (VI) any security agreement or arrangement or other credit  
5 enhancement related to any agreements or transactions referred to  
6 in subclause (I), (II), (III), (IV), or (V), including any guarantee or  
7 reimbursement obligation in connection with any agreement or  
8 transaction referred to in any such subclause.

9 (vii) DEFINITIONS RELATING TO DEFAULT.— When used in this  
10 paragraph and paragraph (10)—

11 (I) The term “default” shall mean, with respect to a covered  
12 bank holding company, any adjudication or other official  
13 determination by any court of competent jurisdiction, or other  
14 public authority pursuant to which a conservator, receiver, or other  
15 legal custodian is appointed; and

16 (II) The term “in danger of default” shall mean a covered  
17 bank holding company with respect to which the Appropriate  
18 Federal Regulatory Agency or appropriate State authority has  
19 determined that—

20  
21 (aa) in the opinion of the Appropriate Federal  
22 Regulatory Agency or such authority—

23 (i) the covered bank holding company is not

1 likely to be able to pay its obligations in the normal  
2 course of business; and

3 (ii) there is no reasonable prospect that the  
4 covered bank holding company will be able to pay  
5 such obligations without Federal assistance; or

6 (bb) in the opinion of the Appropriate Federal  
7 Regulatory Agency or such authority—

8 (i) the covered bank holding company has  
9 incurred or is likely to incur losses that will deplete  
10 all or substantially all of its capital; and

11 (ii) there is no reasonable prospect that the  
12 capital will be replenished without Federal  
13 assistance.

14 (viii) TREATMENT OF MASTER AGREEMENT AS ONE AGREEMENT.—

15 Any master agreement for any contract or agreement described in any  
16 preceding clause of this subparagraph (or any master agreement for such  
17 master agreement or agreements), together with all supplements to such  
18 master agreement, shall be treated as a single agreement and a single  
19 qualified financial contact. If a master agreement contains provisions  
20 relating to agreements or transactions that are not themselves qualified  
21 financial contracts, the master agreement shall be deemed to be a qualified  
22 financial contract only with respect to those transactions that are  
23 themselves qualified financial contracts.

1 (ix) TRANSFER.—The term “transfer” means every mode, direct or  
2 indirect, absolute or conditional, voluntary or involuntary, of disposing of  
3 or parting with property or with an interest in property, including retention  
4 of title as a security interest and foreclosure of the covered bank holding  
5 company’s equity of redemption.

6 (x) PERSON.—The term “person” includes any governmental entity  
7 in addition to any entity included in the definition of such term in section  
8 1, title 1, United States Code.

9 (E) CERTAIN PROTECTIONS IN EVENT OF APPOINTMENT OF CONSERVATOR.—  
10 Notwithstanding any other provision of this section (other than paragraph (10) of  
11 this subsection and subsection (a)(7) of this section), any other Federal law, or the  
12 law of any State, no person shall be stayed or prohibited from exercising—

13 (i) any right such person has to cause the termination, liquidation,  
14 or acceleration of any qualified financial contract with a covered bank  
15 holding company in a conservatorship based upon a default under such  
16 financial contract which is enforceable under applicable noninsolvency  
17 law;

18 (ii) any right under any security agreement or arrangement or other  
19 credit enhancement related to one or more qualified financial contracts  
20 described in clause (i); or

21 (iii) any right to offset or net out any termination values, payment  
22 amounts, or other transfer obligations arising under or in connection with  
23 such qualified financial contracts.

1 (F) CLARIFICATION.—No provision of law shall be construed as limiting  
2 the right or power of the Appropriate Federal Regulatory Agency, or authorizing  
3 any court or agency to limit or delay, in any manner, the right or power of the  
4 Appropriate Federal Regulatory Agency to transfer any qualified financial  
5 contract in accordance with paragraphs (9) and (10) of this subsection or to  
6 disaffirm or repudiate any such contract in accordance with subsection (c)(1) of  
7 this section.

8 (G) WALKAWAY CLAUSES NOT EFFECTIVE.—

9 (i) IN GENERAL.—Notwithstanding the provisions of subparagraphs  
10 (A) and (E) and sections 403 and 404 of the Federal Deposit Insurance  
11 Corporation Improvement Act of 1991, no walkaway clause shall be  
12 enforceable in a qualified financial contract of a covered bank holding  
13 company in default.

14 (ii) LIMITED SUSPENSION OF CERTAIN OBLIGATIONS.—In the case of  
15 a qualified financial contract referred to in clause (i), any payment or  
16 delivery obligations otherwise due from a party pursuant to the qualified  
17 financial contract shall be suspended from the time the receiver is  
18 appointed until the earlier of—

19 (I) the time such party receives notice that such contract has  
20 been transferred pursuant to paragraph (10)(A); or

21 (II) 5:00 p.m. (eastern time) on the business day following  
22 the date of the appointment of the receiver.

23 (iii) WALKAWAY CLAUSE DEFINED.—For purposes of this

1                   subparagraph, the term “walkaway clause” means any provision in a  
2                   qualified financial contract that suspends, conditions, or extinguishes a  
3                   payment obligation of a party, in whole or in part, or does not create a  
4                   payment obligation of a party that would otherwise exist, solely because of  
5                   such party’s status as a nondefaulting party in connection with the  
6                   insolvency of a covered bank holding company that is a party to the  
7                   contract or the appointment of or the exercise of rights or powers by a  
8                   conservator or receiver of such covered bank holding company, and not as  
9                   a result of a party’s exercise of any right to offset, setoff, or net obligations  
10                  that exist under the contract, any other contract between those parties, or  
11                  applicable law.

12                  (H) RECORDKEEPING.—The Appropriate Federal Regulatory Agency, in  
13                  consultation with the Federal Reserve Board, may prescribe regulations requiring  
14                  that the covered bank holding company maintain such records with respect to  
15                  qualified financial contracts (including market valuations) as the Appropriate  
16                  Federal Regulatory Agency determines to be necessary or appropriate in order to  
17                  assist the conservator or receiver of the covered bank holding company in being  
18                  able to exercise its rights and fulfill its obligations under this paragraph or  
19                  paragraph (9) or (10).

20                  (9) TRANSFER OF QUALIFIED FINANCIAL CONTRACTS.—

21                  (A) IN GENERAL.—In making any transfer of assets or liabilities of a  
22                  covered bank holding company in default which includes any qualified financial  
23                  contract, the conservator or receiver for such covered bank holding company shall

1           either—

2                           (i) transfer to one financial institution, other than a financial  
3           institution for which a conservator, receiver, trustee in bankruptcy, or  
4           other legal custodian has been appointed or which is otherwise the subject  
5           of a bankruptcy or insolvency proceeding—

6                                   (I) all qualified financial contracts between any person or  
7                                   any affiliate of such person and the covered bank holding company  
8                                   in default;

9                                   (II) all claims of such person or any affiliate of such person  
10                                  against such covered bank holding company under any such  
11                                  contract (other than any claim which, under the terms of any such  
12                                  contract, is subordinated to the claims of general unsecured  
13                                  creditors of such company);

14                                  (III) all claims of such covered bank holding company  
15                                  against such person or any affiliate of such person under any such  
16                                  contract; and

17                                  (IV) all property securing or any other credit enhancement  
18                                  for any contract described in subclause (I) or any claim described  
19                                  in subclause (II) or (III) under any such contract; or

20                           (ii) transfer none of the qualified financial contracts, claims,  
21           property or other credit enhancement referred to in clause (i) (with respect  
22           to such person and any affiliate of such person).

23           (B) TRANSFER TO FOREIGN BANK, FINANCIAL INSTITUTION, OR BRANCH OR

1 AGENCY THEREOF.—In transferring any qualified financial contracts and related  
2 claims and property under subparagraph (A)(i), the conservator or receiver for the  
3 covered bank holding company shall not make such transfer to a foreign bank,  
4 financial institution organized under the laws of a foreign country, or a branch or  
5 agency of a foreign bank or financial institution unless, under the law applicable  
6 to such bank, financial institution, branch or agency, to the qualified financial  
7 contracts, and to any netting contract, any security agreement or arrangement or  
8 other credit enhancement related to one or more qualified financial contracts, the  
9 contractual rights of the parties to such qualified financial contracts, netting  
10 contracts, security agreements or arrangements, or other credit enhancements are  
11 enforceable substantially to the same extent as permitted under this section.

12 (C) TRANSFER OF CONTRACTS SUBJECT TO THE RULES OF A CLEARING  
13 ORGANIZATION.—In the event that a conservator or receiver transfers any  
14 qualified financial contract and related claims, property, and credit enhancements  
15 pursuant to subparagraph (A)(i) and such contract is cleared by or subject to the  
16 rules of a clearing organization, the clearing organization shall not be required to  
17 accept the transferee as a member by virtue of the transfer.

18 (D) DEFINITIONS.—For purposes of this paragraph, the term “financial  
19 institution” means a broker or dealer, a depository institution, a futures  
20 commission merchant, or any other institution determined by the Appropriate  
21 Federal Regulatory Agency by regulation to be a financial institution, and the  
22 term ‘clearing organization’ has the same meaning as in section 402 of the  
23 Federal Deposit Insurance Corporation Improvement Act of 1991.

1 (10) NOTIFICATION OF TRANSFER.—

2 (A) IN GENERAL.—If—

3 (i) the conservator or receiver for a covered bank holding company  
4 in default or in danger of default transfers any assets and liabilities of the  
5 covered bank holding company; and

6 (ii) the transfer includes any qualified financial contract,  
7 the conservator or receiver shall notify any person who is a party to any  
8 such contract of such transfer by 5:00 p.m. (eastern time) on the business  
9 day following the date of the appointment of the receiver in the case of a  
10 receivership, or the business day following such transfer in the case of a  
11 conservatorship.

12 (B) CERTAIN RIGHTS NOT ENFORCEABLE.—

13 (i) RECEIVERSHIP.—A person who is a party to a qualified financial  
14 contract with a covered bank holding company may not exercise any right  
15 that such person has to terminate, liquidate, or net such contract under  
16 paragraph (8)(A) of this subsection solely by reason of or incidental to the  
17 appointment under this section of a receiver for the covered bank holding  
18 company (or the insolvency or financial condition of the covered bank  
19 holding company for which the receiver has been appointed)—

20 (I) until 5:00 p.m. (eastern time) on the business day

21 following the date of the appointment of the receiver; or

22 (II) after the person has received notice that the contract has  
23 been transferred pursuant to paragraph (9)(A).

1 (ii) CONSERVATORSHIP.—A person who is a party to a qualified  
2 financial contract with a covered bank holding company may not exercise  
3 any right such person has to terminate, liquidate, or net such contract  
4 under paragraph (8)(E) of this subsection or section 403 of Federal  
5 Deposit Insurance Corporation Improvement Act of 1991 solely by reason  
6 of or incidental to the appointment under this section of a conservator for  
7 the covered bank holding company (or the insolvency or financial  
8 condition of the covered bank holding company for which the conservator  
9 has been appointed).

10 (iii) NOTICE.—For purposes of this paragraph, the receiver or  
11 conservator for a covered bank holding company shall be deemed to have  
12 notified a person who is a party to a qualified financial contract with such  
13 covered bank holding company if the receiver or conservator has taken  
14 steps reasonably calculated to provide notice to such person by the time  
15 specified in subparagraph (A).

16 (C) TREATMENT OF BRIDGE BANK HOLDING COMPANY.— For purposes of  
17 paragraph (9), a bridge bank holding company shall not be considered to be a  
18 covered bank holding company for which a conservator, receiver, trustee in  
19 bankruptcy, or other legal custodian has been appointed or which is otherwise the  
20 subject of a bankruptcy or insolvency proceeding.

21 (D) BUSINESS DAY DEFINED.—For purposes of this paragraph, the term  
22 “business day” means any day other than any Saturday, Sunday, or any day on  
23 which either the New York Stock Exchange or the Federal Reserve Bank of New

1 York is closed.

2 (11) DISAFFIRMANCE OR REPUDIATION OF QUALIFIED FINANCIAL CONTRACTS.—In  
3 exercising the rights of disaffirmance or repudiation of a conservator or receiver with  
4 respect to any qualified financial contract to which a covered bank holding company is a  
5 party, the conservator or receiver for such covered bank holding company shall either—

6 (A) disaffirm or repudiate all qualified financial contracts between—

7 (i) any person or any affiliate of such person; and

8 (ii) the covered bank holding company in default; or

9 (B) disaffirm or repudiate none of the qualified financial contracts referred  
10 to in subparagraph (A) (with respect to such person or any affiliate of such  
11 person).

12 (12) CERTAIN SECURITY AND CUSTOMER INTERESTS NOT AVOIDABLE.—No  
13 provision of this subsection shall be construed as permitting the avoidance of any—

14 (A) legally enforceable or perfected security interest in any of the assets of  
15 any covered bank holding company except where such an interest is taken in  
16 contemplation of the company's insolvency or with the intent to hinder, delay, or  
17 defraud the company or the creditors of such company; or

18 (B) legally enforceable interest in customer property.

19 (13) AUTHORITY TO ENFORCE CONTRACTS.—

20 (A) IN GENERAL.—The conservator or receiver may enforce any contract,  
21 other than a director's or officer's liability insurance contract or a financial  
22 institution bond, entered into by the covered bank holding company  
23 notwithstanding any provision of the contract providing for termination, default,

1 acceleration, or exercise of rights upon, or solely by reason of, insolvency or the  
2 appointment of or the exercise of rights or powers by a conservator or receiver.

3 (B) CERTAIN RIGHTS NOT AFFECTED.—No provision of this paragraph may  
4 be construed as impairing or affecting any right of the conservator or receiver to  
5 enforce or recover under a director’s or officer’s liability insurance contract or  
6 financial institution bond under other applicable law.

7 (C) CONSENT REQUIREMENT.—

8 (i) IN GENERAL.—Except as otherwise provided by this section, no  
9 person may exercise any right or power to terminate, accelerate, or declare  
10 a default under any contract to which the covered bank holding company  
11 is a party, or to obtain possession of or exercise control over any property  
12 of the covered bank holding company or affect any contractual rights of  
13 the covered bank holding company, without the consent of the conservator  
14 or receiver, as appropriate, of the covered bank holding company during  
15 the 45-day period beginning on the date of the appointment of the  
16 conservator, or during the 90-day period beginning on the date of the  
17 appointment of the receiver, as applicable.

18 (ii) CERTAIN EXCEPTIONS.—No provision of this subparagraph  
19 shall apply to a director or officer liability insurance contract or a financial  
20 institution bond, to the rights of parties to certain qualified financial  
21 contracts pursuant to paragraph (8), or to the rights of parties to netting  
22 contracts pursuant to subtitle A of title IV of the Federal Deposit Insurance  
23 Corporation Improvement Act of 1991 (12 U.S.C. 4401 et seq.), or shall

1 be construed as permitting the conservator or receiver to fail to comply  
2 with otherwise enforceable provisions of such contract.

3 (14) EXCEPTION FOR FEDERAL RESERVE BANKS, THE SECRETARY, AND THE  
4 APPROPRIATE FEDERAL REGULATORY AGENCY SECURITY INTEREST.—No provision of this  
5 subsection shall apply with respect to—

6 (A) any extension of credit from any Federal Reserve bank, the Secretary,  
7 or the Appropriate Federal Regulatory Agency to any covered bank holding  
8 company; or

9 (B) any security interest in the assets of the covered bank holding  
10 company securing any such extension of credit.

11 (15) SAVINGS CLAUSE. —The meanings of terms used in this subsection are  
12 applicable for purposes of this subsection only, and shall not be construed or applied so  
13 as to challenge or affect the characterization, definition, or treatment of any similar terms  
14 under any other statute, regulation, or rule, including, but not limited, to the  
15 Gramm-Leach-Bliley Act, the Legal Certainty for Bank Products Act of 2000, the  
16 securities laws (as that term is defined in section 3(a)(47) of the Securities Exchange Act  
17 of 1934), and the Commodity Exchange Act.

18 (d) VALUATION OF CLAIMS IN DEFAULT.—

19 (1) IN GENERAL.—Notwithstanding any other provision of Federal law or the law  
20 of any State, and regardless of the method which the Appropriate Federal Regulatory  
21 Agency determines to utilize with respect to a covered bank holding company, including  
22 transactions authorized under subsection (h), this subsection shall govern the rights of the  
23 creditors of such covered bank holding company.

1 (2) MAXIMUM LIABILITY.—The maximum liability of the Appropriate Federal  
2 Regulatory Agency, acting as receiver or in any other capacity, to any person having a  
3 claim against the receiver or the covered bank holding company for which such receiver  
4 is appointed shall equal the amount such claimant would have received if—

5 (A) a determination had not been made under section 1203(b) with respect  
6 to the covered bank holding company; and

7 (B) the covered bank holding company had been liquidated under title 11,  
8 United States Code, or any case related to title 11, United States Code (including  
9 but not limited to a case initiated by the Securities Investor Protection Corporation  
10 with respect to a bank holding company subject to the Securities Investor  
11 Protection Act of 1970), or any State insolvency law.

12 (3) ADDITIONAL PAYMENTS AUTHORIZED.—

13 (A) IN GENERAL.—The Appropriate Federal Regulatory Agency may, as  
14 receiver and with the approval of the Secretary, make additional payments or  
15 credit additional amounts to or with respect to or for the account of any claimant  
16 or category of claimants of a covered bank holding company if the Appropriate  
17 Federal Regulatory Agency determines that such payments or credits are  
18 necessary or appropriate to—

19 (i) minimize losses to the receiver from the resolution of the  
20 covered bank holding company under this section; or

21 (ii) prevent or mitigate serious adverse effects to financial stability  
22 or the United States economy.

23 (B) MANNER OF PAYMENT.—The Appropriate Federal Regulatory Agency

1           may make payments or credit amounts under subparagraph (A) directly to the  
2           claimants or may make such payments or credit such amounts to a company other  
3           than a covered bank holding company or a bridge bank holding company  
4           established with respect thereto in order to induce such other company to accept  
5           liability for such claims.

6           (e) LIMITATION ON COURT ACTION.—Except as provided in this section or at the request  
7           of the conservator or receiver appointed for a covered bank holding company under this section,  
8           no court may take any action to restrain or affect the exercise of powers or functions of the  
9           conservator or receiver hereunder.

10          (f) LIABILITY OF DIRECTORS AND OFFICERS.—

11           (1) IN GENERAL.—A director or officer of a covered bank holding company may  
12           be held personally liable for monetary damages in any civil action described in paragraph  
13           (2) by, on behalf of, or at the request or direction of the Appropriate Federal Regulatory  
14           Agency, which action is prosecuted wholly or partially for the benefit of the Appropriate  
15           Federal Regulatory Agency —

16                   (A) acting as conservator or receiver of such covered bank holding  
17           company;

18                   (B) acting based upon a suit, claim, or cause of action purchased from,  
19           assigned by, or otherwise conveyed by such receiver or conservator; or

20                   (C) acting based upon a suit, claim, or cause of action purchased from,  
21           assigned by, or otherwise conveyed in whole or in part by a covered bank holding  
22           company or its affiliate in connection with assistance provided under section  
23           1204.

1           (2) ACTIONS COVERED.—Paragraph (1) shall apply with respect to actions for  
2 gross negligence, including any similar conduct or conduct that demonstrates a greater  
3 disregard of a duty of care (than gross negligence) including intentional tortious conduct,  
4 as such terms are defined and determined under applicable State law.

5           (3) SAVINGS CLAUSE.—Nothing in this subsection shall impair or affect any right  
6 of the Appropriate Federal Regulatory Agency under other applicable law.

7           (g) DAMAGES.—In any proceeding related to any claim against a covered bank holding  
8 company’s director, officer, employee, agent, attorney, accountant, appraiser, or any other party  
9 employed by or providing services to a covered bank holding company, recoverable damages  
10 determined to result from the improvident or otherwise improper use or investment of any  
11 covered bank holding company’s assets shall include principal losses and appropriate interest.

12           (h) BRIDGE BANK HOLDING COMPANIES.—

13                   (1) ORGANIZATION.—

14                           (A) PURPOSE.—The Appropriate Federal Regulatory Agency, as receiver  
15 of one or more covered bank holding companies or in anticipation of being  
16 appointed receiver of one or more bank holding companies, may organize one or  
17 more bridge bank holding companies in accordance with this subsection.

18                           (B) AUTHORITIES.—Upon the creation of a bridge bank holding company  
19 under subparagraph (A) with respect to a covered bank holding company, such  
20 bridge bank holding company may—

21                                   (i) assume such liabilities (including liabilities associated with any  
22 trust or custody business) of such covered bank holding company as the  
23 Appropriate Federal Regulatory Agency may, in its discretion, determine

1 to be appropriate;

2 (ii) purchase such assets (including assets associated with any trust  
3 or custody business) of such covered bank holding company as the  
4 Appropriate Federal Regulatory Agency may, in its discretion, determine  
5 to be appropriate; and

6 (iii) perform any other temporary function which the Appropriate  
7 Federal Regulatory Agency may, in its discretion, prescribe in accordance  
8 with this section.

9 (2) CHARTER AND ESTABLISHMENT.—

10 (A) ESTABLISHMENT.—If the Appropriate Federal Regulatory Agency is  
11 appointed as receiver for a bank holding company, the Appropriate Federal  
12 Regulatory Agency may grant a Federal charter to and approve articles of  
13 association for one or more bridge bank holding company or companies with  
14 respect to such bank holding company which shall, by operation of law and  
15 immediately upon issuance of its charter and approval of its articles of  
16 association, be established and operate in accordance with, and subject to, such  
17 charter, articles, and this section.

18 (B) MANAGEMENT.—Upon its establishment, a bridge bank holding  
19 company shall be under the management of a board of directors appointed by the  
20 Appropriate Federal Regulatory Agency.

21 (C) ARTICLES OF ASSOCIATION.—The articles of association and  
22 organization certificate of a bridge bank holding company shall have such terms  
23 as the Appropriate Federal Regulatory Agency may provide, and shall be

1 executed by such representatives as the Appropriate Federal Regulatory Agency  
2 may designate.

3 (D) TERMS OF CHARTER; RIGHTS AND PRIVILEGES.— Subject to and in  
4 accordance with the provisions of this subsection, the Appropriate Federal  
5 Regulatory Agency shall—

6 (i) establish the terms of the charter of a bridge bank holding  
7 company and the rights, powers, authorities and privileges of a bridge  
8 bank holding company granted by the charter or as an incident thereto; and

9 (ii) provide for, and establish the terms and conditions governing,  
10 the management (including, but not limited to, the bylaws and the number  
11 of directors of the board of directors) and operations of the bridge bank  
12 holding company.

13 (E) TRANSFER OF RIGHTS AND PRIVILEGES OF COVERED BANK HOLDING  
14 COMPANY.—

15 (i) IN GENERAL.—Notwithstanding any other provision of Federal  
16 law or the law of any State, the Appropriate Federal Regulatory Agency  
17 may provide for a bridge bank holding company to succeed to and assume  
18 any rights, powers, authorities or privileges of the covered bank holding  
19 company with respect to which the bridge bank holding company was  
20 established and, upon such determination by the Appropriate Federal  
21 Regulatory Agency, the bridge bank holding company shall immediately  
22 and by operation of law succeed to and assume such rights, powers,  
23 authorities and privileges.

1 (ii) EFFECTIVE WITHOUT APPROVAL.—Any succession to or  
2 assumption by a bridge bank holding company of rights, powers,  
3 authorities or privileges of a covered bank holding company under clause  
4 (i) or otherwise shall be effective without any further approval under  
5 Federal or State law, assignment, or consent with respect thereto.

6 (F) CORPORATE GOVERNANCE AND ELECTION AND DESIGNATION OF BODY  
7 OF LAW.—To the extent permitted by the Appropriate Federal Regulatory Agency  
8 and consistent with this section and any rules, regulations or directives issued by  
9 the Appropriate Federal Regulatory Agency under this section, a bridge bank  
10 holding company may elect to follow the corporate governance practices and  
11 procedures as are applicable to a corporation incorporated under the general  
12 corporation law of the State of Delaware, or the State of incorporation or  
13 organization of the covered bank holding company with respect to which the  
14 bridge bank holding company was established, as such law may be amended from  
15 time to time.

16 (G) CAPITAL.—

17 (i) CAPITAL NOT REQUIRED.—Notwithstanding any other provision  
18 of Federal or State law, a bridge bank holding company may, if permitted  
19 by the Appropriate Federal Regulatory Agency, operate without any  
20 capital or surplus, or with such capital or surplus as the Appropriate  
21 Federal Regulatory Agency may in its discretion determine to be  
22 appropriate.

23 (ii) NO CONTRIBUTION BY APPROPRIATE FEDERAL REGULATORY

1 AGENCY REQUIRED.—The Appropriate Federal Regulatory Agency is not  
2 required to pay capital into a bridge bank holding company or to issue any  
3 capital stock on behalf of a bridge bank holding company established  
4 under this subsection.

5 (iii) AUTHORITY.—If the Appropriate Federal Regulatory Agency  
6 determines that such action is advisable, the Appropriate Federal  
7 Regulatory Agency may cause capital stock or other securities of a bridge  
8 bank holding company established with respect to a covered bank holding  
9 company to be issued and offered for sale in such amounts and on such  
10 terms and conditions as the Appropriate Federal Regulatory Agency may,  
11 in its discretion, determine.

12 (3) INTERESTS IN AND ASSETS AND OBLIGATIONS OF COVERED BANK HOLDING  
13 COMPANY.—Notwithstanding paragraphs (1) or (2) or any other provision of law—

14 (A) a bridge bank holding company shall assume, acquire, or succeed to  
15 the assets or liabilities of a covered bank holding company (including the assets or  
16 liabilities associated with any trust or custody business) only to the extent that  
17 such assets or liabilities are transferred by the Appropriate Federal Regulatory  
18 Agency to the bridge bank holding company in accordance with, and subject to  
19 the restrictions set forth in, paragraph (1)(B); and

20 (B) a bridge bank holding company shall not assume, acquire, or succeed  
21 to any obligation that a covered bank holding company for which a receiver has  
22 been appointed may have to any shareholder, member, general partner, limited  
23 partner, or other person with an interest in the equity of the covered bank holding

1            company that arises as a result of the status of that person having an equity claim  
2            in the covered bank holding company.

3            (4) BRIDGE BANK HOLDING COMPANY TREATED AS BEING IN DEFAULT FOR CERTAIN  
4            PURPOSES.—A bridge bank holding company shall be treated as a covered bank holding  
5            company in default at such times and for such purposes as the Appropriate Federal  
6            Regulatory Agency may, in its discretion, determine.

7            (5) TRANSFER OF ASSETS AND LIABILITIES.—

8                    (A) TRANSFER OF ASSETS AND LIABILITIES.—The Appropriate Federal  
9                    Regulatory Agency, as receiver, may transfer any assets and liabilities of a  
10                   covered bank holding company (including any assets or liabilities associated with  
11                   any trust or custody business) to one or more bridge bank holding companies in  
12                   accordance with and subject to the restrictions of paragraph (1).

13                   (B) SUBSEQUENT TRANSFERS.—At any time after the establishment of a  
14                   bridge bank holding company with respect to a covered bank holding company,  
15                   the Appropriate Federal Regulatory Agency, as receiver, may transfer any assets  
16                   and liabilities of such covered bank holding company as the Appropriate Federal  
17                   Regulatory Agency may, in its discretion, determine to be appropriate in  
18                   accordance with and subject to the restrictions of paragraph (1).

19                   (C) TREATMENT OF TRUST OR CUSTODY BUSINESS.—For purposes of this  
20                   paragraph, the trust or custody business, including fiduciary appointments, held  
21                   by any covered bank holding company is included among its assets and liabilities.

22                   (D) EFFECTIVE WITHOUT APPROVAL.—The transfer of any assets or  
23                   liabilities, including those associated with any trust or custody business of a

1 covered bank holding company to a bridge bank holding company shall be  
2 effective without any further approval under Federal or State law, assignment, or  
3 consent with respect thereto.

4 (E) EQUITABLE TREATMENT OF SIMILARLY SITUATED CREDITORS.—The  
5 Appropriate Federal Regulatory Agency shall treat all creditors of a covered bank  
6 holding company that are similarly situated under subsection (b)(1) in a similar  
7 manner in exercising the authority of the Appropriate Federal Regulatory Agency  
8 under this subsection to transfer any assets or liabilities of the covered bank  
9 holding company to one or more bridge bank holding companies established with  
10 respect to such covered bank holding company, except that the Appropriate  
11 Federal Regulatory Agency may take actions (including making payments) that  
12 do not comply with this subparagraph, if—

13 (i) the Appropriate Federal Regulatory Agency determines that  
14 such actions are necessary to maximize the value of the assets of the  
15 covered bank holding company, to maximize the present value return from  
16 the sale or other disposition of the assets of the covered bank holding  
17 company, to minimize the amount of any loss realized upon the sale or  
18 other disposition of the assets of the covered bank holding company, or to  
19 contain or address serious adverse effects to financial stability or the U.S.  
20 economy; and

21 (ii) all creditors that are similarly situated under subsection (b)(1)  
22 receive not less than the amount provided in subsection (d)(2).

23 (F) LIMITATION ON TRANSFER OF LIABILITIES.—Notwithstanding any other

1 provision of law, the aggregate amount of liabilities of a covered bank holding  
2 company that are transferred to, or assumed by, a bridge bank holding company  
3 from a covered bank holding company may not exceed the aggregate amount of  
4 the assets of the covered bank holding company that are transferred to, or  
5 purchased by, the bridge bank holding company from the covered bank holding  
6 company.

7 (6) STAY OF JUDICIAL ACTION.—Any judicial action to which a bridge bank  
8 holding company becomes a party by virtue of its acquisition of any assets or assumption  
9 of any liabilities of a covered bank holding company shall be stayed from further  
10 proceedings for a period of up to 45 days (or such longer period as may be agreed to upon  
11 the consent of all parties) at the request of the bridge bank holding company.

12 (7) AGREEMENTS AGAINST INTEREST OF THE BRIDGE BANK HOLDING COMPANY.—  
13 No agreement that tends to diminish or defeat the interest of the bridge bank holding  
14 company in any asset of a covered bank holding company acquired by the bridge bank  
15 holding company shall be valid against the bridge bank holding company unless such  
16 agreement is in writing and executed by an authorized officer or representative of the  
17 covered bank holding company.

18 (8) NO FEDERAL STATUS.—

19 (A) AGENCY STATUS.—A bridge bank holding company is not an agency,  
20 establishment, or instrumentality of the United States.

21 (B) EMPLOYEE STATUS.—Representatives for purposes of paragraph  
22 (1)(B), directors, officers, employees, or agents of a bridge bank holding company  
23 are not, solely by virtue of service in any such capacity, officers or employees of

1 the United States. Any employee of the Appropriate Federal Regulatory Agency  
2 or of any Federal instrumentality who serves at the request of the Appropriate  
3 Federal Regulatory Agency as a representative for purposes of paragraph (1)(B),  
4 director, officer, employee, or agent of a bridge bank holding company shall  
5 not—

6 (i) solely by virtue of service in any such capacity lose any existing  
7 status as an officer or employee of the United States for purposes of title 5,  
8 United States Code, or any other provision of law; or

9 (ii) receive any salary or benefits for service in any such capacity  
10 with respect to a bridge bank holding company in addition to such salary  
11 or benefits as are obtained through employment with the Appropriate  
12 Federal Regulatory Agency or such Federal instrumentality.

13 (9) EXEMPT TAX STATUS.—Notwithstanding any other provision of Federal or  
14 State law, a bridge bank holding company, its franchise, property, and income shall be  
15 exempt from all taxation now or hereafter imposed by the United States, by any territory,  
16 dependency, or possession thereof, or by any State, county, municipality, or local taxing  
17 authority.

18 (10) FEDERAL AGENCY APPROVAL; ANTITRUST REVIEW.—

19 (A) IN GENERAL.—If a transaction involving the merger or sale of a bridge  
20 bank holding company requires approval by a Federal agency, the transaction may  
21 not be consummated before the 5th calendar day after the date of approval by the  
22 Federal agency responsible for such approval with respect thereto. If, in  
23 connection with any such approval a report on competitive factors from the

1 Attorney General is required, the Federal agency responsible for such approval  
2 shall promptly notify the Attorney General of the proposed transaction and the  
3 Attorney General shall provide the required report within 10 days of the request.  
4 If a filing is required under the Hart-Scott-Rodino Antitrust Improvements Act of  
5 1976 with the Department of Justice or the Federal Trade Commission, the  
6 waiting period shall expire not later than the 30th day following such filing  
7 notwithstanding any other provision of Federal law or any attempt by any Federal  
8 agency to extend such waiting period, and no further request for information by  
9 any Federal agency shall be permitted.

10 (B) EMERGENCY.—If the Secretary, in consultation with the Chairman of  
11 the Federal Reserve Board, has found that the Appropriate Federal Regulatory  
12 Agency must act immediately to prevent the probable failure of the covered bank  
13 holding company involved, the approvals and filings referred to in subparagraph  
14 (A) shall not be required and the transaction may be consummated immediately  
15 by the Appropriate Federal Regulatory Agency.

16 (11) DURATION OF BRIDGE BANK HOLDING COMPANY.—Subject to paragraphs (13)  
17 and (14), the status of a bridge bank holding company as such shall terminate at the end  
18 of the 2-year period following the date it was granted a charter. The Appropriate Federal  
19 Regulatory Agency may, in its discretion, extend the status of the bridge bank holding  
20 company as such for 3 additional 1-year periods.

21 (12) TERMINATION OF BRIDGE BANK HOLDING COMPANY STATUS.—The status of  
22 any bridge bank holding company as such shall terminate upon the earliest of—

23 (A) the merger or consolidation of the bridge bank holding company with

1 a company that is not a bridge bank holding company;

2 (B) at the election of the Appropriate Federal Regulatory Agency, the sale  
3 of a majority of the capital stock of the bridge bank holding company to a  
4 company other than the Appropriate Federal Regulatory Agency and other than  
5 another bridge bank holding company;

6 (C) the sale of 80 percent, or more, of the capital stock of the bridge bank  
7 holding company to a person other than the Appropriate Federal Regulatory  
8 Agency and other than another bridge bank holding company;

9 (D) at the election of the Appropriate Federal Regulatory Agency, either  
10 the assumption of all or substantially all of the liabilities of the bridge bank  
11 holding company by a company that is not a bridge bank holding company, or the  
12 acquisition of all or substantially all of the assets of the bridge bank holding  
13 company by a company that is not a bridge bank holding company, or other entity  
14 as permitted under applicable law; and

15 (E) the expiration of the period provided in paragraph (11), or the earlier  
16 dissolution of the bridge bank holding company as provided in paragraph (14).

17 (13) EFFECT OF TERMINATION EVENTS.—

18 (A) MERGER OR CONSOLIDATION.—A merger or consolidation as provided  
19 in paragraph (12)(A) shall be conducted in accordance with, and shall have the  
20 effect provided in, the provisions of applicable law. For the purpose of effecting  
21 such a merger or consolidation, the bridge bank holding company shall be treated  
22 as a corporation organized under the laws of the State of Delaware (unless the law  
23 of another State has been selected by the bridge bank holding company in

1 accordance with paragraph (2)(F)), and the Appropriate Federal Regulatory  
2 Agency shall be treated as the sole shareholder thereof, notwithstanding any other  
3 provision of State or Federal law.

4 (B) CHARTER CONVERSION.—Following the sale of a majority of the  
5 capital stock of the bridge bank holding company as provided in paragraph  
6 (12)(B), the Appropriate Federal Regulatory Agency may amend the charter of  
7 the bridge bank holding company to reflect the termination of the status of the  
8 bridge bank holding company as such, whereupon the company shall have all of  
9 the rights, powers, and privileges under its constituent documents and applicable  
10 State or Federal law. In connection therewith, the Appropriate Federal  
11 Regulatory Agency may take such steps as may be necessary or convenient to  
12 reincorporate the bridge bank holding company under the laws of a State and,  
13 notwithstanding any provisions of State or Federal law, such state-chartered  
14 corporation shall be deemed to succeed by operation of law to such rights, titles,  
15 powers and interests of the bridge bank holding company as the Appropriate  
16 Federal Regulatory Agency may provide, with the same effect as if the bridge  
17 bank holding company had merged with the State-chartered corporation under  
18 provisions of the corporate laws of such State.

19 (C) SALE OF STOCK.—Following the sale of 80 percent or more of the  
20 capital stock of a bridge bank holding company as provided in paragraph (12)(C),  
21 the company shall have all of the rights, powers, and privileges under its  
22 constituent documents and applicable State or Federal law. In connection  
23 therewith, the Appropriate Federal Regulatory Agency may take such steps as

1 may be necessary or convenient to reincorporate the bridge bank holding  
2 company under the laws of a State and, notwithstanding any provisions of State or  
3 Federal law, the state-chartered corporation shall be deemed to succeed by  
4 operation of law to such rights, titles, powers and interests of the bridge bank  
5 holding company as the Appropriate Federal Regulatory Agency may provide,  
6 with the same effect as if the bridge bank holding company had merged with the  
7 State-chartered corporation under provisions of the corporate laws of such State.

8 (D) ASSUMPTION OF LIABILITIES AND SALE OF ASSETS.—Following the  
9 assumption of all or substantially all of the liabilities of the bridge bank holding  
10 company, or the sale of all or substantially all of the assets of the bridge bank  
11 holding company, as provided in paragraph (12)(D), at the election of the  
12 Appropriate Federal Regulatory Agency the bridge bank holding company may  
13 retain its status as such for the period provided in paragraph (11) or may be  
14 dissolved at the election of the Appropriate Federal Regulatory Agency.

15 (E) AMENDMENTS TO CHARTER.—Following the consummation of a  
16 transaction described in subparagraph (A), (B), (C), or (D) of paragraph (12), the  
17 charter of the resulting company shall be amended to reflect the termination of  
18 bridge bank holding company status, if appropriate.

19 (14) DISSOLUTION OF BRIDGE BANK HOLDING COMPANY.—

20 (A) IN GENERAL.—Notwithstanding any other provision of State or  
21 Federal law, if a bridge bank holding company's status as such has not previously  
22 been terminated by the occurrence of an event specified in subparagraph (A), (B),  
23 (C), or (D) of paragraph (12)—

1 (i) the Appropriate Federal Regulatory Agency may, in its  
2 discretion, dissolve the bridge bank holding company in accordance with  
3 this paragraph at any time; and

4 (ii) the Appropriate Federal Regulatory Agency shall promptly  
5 commence dissolution proceedings in accordance with this paragraph  
6 upon the expiration of the 2-year period following the date the bridge bank  
7 holding company was chartered, or any extension thereof, as provided in  
8 paragraph (11).

9 (B) PROCEDURES.—The Appropriate Federal Regulatory Agency shall  
10 remain the receiver of a bridge bank holding company for the purpose of  
11 dissolving the bridge bank holding company. The Appropriate Federal  
12 Regulatory Agency as such receiver shall wind up the affairs of the bridge bank  
13 holding company in conformity with the provisions of law relating to the  
14 liquidation of covered bank holding companies. With respect to any such bridge  
15 bank holding company, the Appropriate Federal Regulatory Agency as receiver  
16 shall have all the rights, powers, and privileges and shall perform the duties  
17 related to the exercise of such rights, powers, or privileges granted by law to a  
18 receiver of a covered bank holding company and, notwithstanding any other  
19 provision of law, in the exercise of such rights, powers, and privileges the  
20 Appropriate Federal Regulatory Agency shall not be subject to the direction or  
21 supervision of any State agency or other Federal agency.

22 (15) AUTHORITY TO OBTAIN CREDIT.—

23 (A) IN GENERAL.—A bridge bank holding company may obtain unsecured

1 credit and issue unsecured debt.

2 (B) INABILITY TO OBTAIN CREDIT.—If a bridge bank holding company is  
3 unable to obtain unsecured credit or issue unsecured debt, the Appropriate Federal  
4 Regulatory Agency may authorize the obtaining of credit or the issuance of debt  
5 by the bridge bank holding company—

6 (i) with priority over any or all of the obligations of the bridge  
7 bank holding company;

8 (ii) secured by a lien on property of the bridge bank holding  
9 company that is not otherwise subject to a lien; or

10 (iii) secured by a junior lien on property of the bridge bank holding  
11 company that is subject to a lien.

12 (C) LIMITATIONS.—

13 (i) IN GENERAL.—The Appropriate Federal Regulatory Agency,  
14 after notice and a hearing, may authorize the obtaining of credit or the  
15 issuance of debt by a bridge bank holding company that is secured by a  
16 senior or equal lien on property of the bridge bank holding company that  
17 is subject to a lien only if—

18 (I) the bridge bank holding company is unable to otherwise  
19 obtain such credit or issue such debt; and

20 (II) there is adequate protection of the interest of the holder  
21 of the lien on the property with respect to which such senior or  
22 equal lien is proposed to be granted.

23 (D) BURDEN OF PROOF.—In any hearing under this subsection, the

1           Appropriate Federal Regulatory Agency has the burden of proof on the issue of  
2           adequate protection.

3           (16) EFFECT ON DEBTS AND LIENS.—The reversal or modification on appeal of an  
4           authorization under this subsection to obtain credit or issue debt, or of a grant under this  
5           section of a priority or a lien, does not affect the validity of any debt so issued, or any  
6           priority or lien so granted, to an entity that extended such credit in good faith, whether or  
7           not such entity knew of the pendency of the appeal, unless such authorization and the  
8           issuance of such debt, or the granting of such priority or lien, were stayed pending appeal.

9           (i) SHARING RECORDS.—Whenever the Appropriate Federal Regulatory Agency has been  
10          appointed as conservator or receiver for a covered bank holding company, the Federal Reserve  
11          Board and the company’s primary federal regulatory agency, if any, shall each make all records  
12          relating to the company available to the conservator or receiver which may be used by the  
13          conservator or receiver in any manner the conservator or receiver determines to be appropriate.

14          (j) EXPEDITED PROCEDURES FOR CERTAIN CLAIMS.—

15                 (1) TIME FOR FILING NOTICE OF APPEAL.—The notice of appeal of any order,  
16                 whether interlocutory or final, entered in any case brought by the Appropriate Federal  
17                 Regulatory Agency against a covered bank holding company’s director, officer,  
18                 employee, agent, attorney, accountant, or appraiser or any other person employed by or  
19                 providing services to a covered bank holding company shall be filed not later than 30  
20                 days after the date of entry of the order. The hearing of the appeal shall be held not later  
21                 than 120 days after the date of the notice of appeal. The appeal shall be decided not later  
22                 than 180 days after the date of the notice of appeal.

23                 (2) SCHEDULING.—A court of the United States shall expedite the consideration of

1 any case brought by the Appropriate Federal Regulatory Agency against a covered bank  
2 holding company's director, officer, employee, agent, attorney, accountant, or appraiser  
3 or any other person employed by or providing services to a covered bank holding  
4 company. As far as practicable, the court shall give such case priority on its docket.

5 (3) JUDICIAL DISCRETION.—The court may modify the schedule and limitations  
6 stated in paragraphs (1) and (2) in a particular case, based on a specific finding that the  
7 ends of justice that would be served by making such a modification would outweigh the  
8 best interest of the public in having the case resolved expeditiously.

9 (k) FOREIGN INVESTIGATIONS.—The Appropriate Federal Regulatory Agency, as  
10 conservator or receiver of any covered bank holding company and for purposes of carrying out  
11 any power, authority, or duty with respect to a covered bank holding company—

12 (1) may request the assistance of any foreign financial authority and provide  
13 assistance to any foreign financial authority in accordance with section 8(v) of the  
14 Federal Deposit Insurance Act as if the covered bank holding company were an insured  
15 depository institution, the Appropriate Federal Regulatory Agency were the appropriate  
16 Federal banking agency for the company and any foreign financial authority were the  
17 foreign banking authority; and

18 (2) may maintain an office to coordinate foreign investigations or investigations  
19 on behalf of foreign financial authorities.

20 (l) PROHIBITION ON ENTERING SECRECY AGREEMENTS AND PROTECTIVE ORDERS.—The  
21 Appropriate Federal Regulatory Agency may not enter into any agreement or approve any  
22 protective order which prohibits the Appropriate Federal Regulatory Agency from disclosing the  
23 terms of any settlement of an administrative or other action for damages or restitution brought by

1 the Appropriate Federal Regulatory Agency in its capacity as conservator or receiver for a  
2 covered bank holding company.

3 (m) LIQUIDATION OF CERTAIN COVERED BANK HOLDING COMPANIES OR BRIDGE BANK  
4 HOLDING COMPANIES.—Notwithstanding any other provision of law (other than a conflicting  
5 provision of this section), the Appropriate Federal Regulatory Agency, in connection with the  
6 liquidation of any covered bank holding company or bridge bank holding company with respect  
7 to which the Appropriate Federal Regulatory Agency has been appointed as receiver, shall—

8 (1) in the case of any covered bank holding company or bridge bank holding  
9 company that is or has a subsidiary that is a stockbroker (as that term is defined in section  
10 101 of title 11 of the United States Code) but is not a member of the Securities Investor  
11 Protection Corporation, apply the provisions of subchapter III of chapter 7 of title 11 of  
12 the United States Code in respect of the distribution to any “customer” of all “customer  
13 name securities” and “customer property” (as such terms are defined in section 741 of  
14 such title 11) as if such covered bank holding company or bridge bank holding company  
15 were a debtor for purposes of such subchapter; or

16 (2) in the case of any covered bank holding company or bridge bank holding  
17 company that is a commodity broker (as that term is defined in section 101 of title 11 of  
18 the United States Code), apply the provisions of subchapter IV of chapter 7 of title 11 of  
19 the United States Code in respect of the distribution to any “customer” of all “customer  
20 property” (as such terms are defined in section 761 of such title 11) as if such covered  
21 bank holding company or bridge bank holding company were a debtor for purposes of  
22 such subchapter.

23 (n) BANK HOLDING COMPANY FUND.—

1 (1) ESTABLISHMENT.—There is established in the Treasury a separate fund called  
2 the Bank Holding Company Fund, which shall be available without further appropriation  
3 for the cost of actions authorized by this title upon a determination made under section  
4 1203(b) to—

5 (A) the Appropriate Federal Regulatory Agency as conservator or receiver  
6 under section 1204; and

7 (B) the Corporation,  
8 to carry out the authorities contained in this title, including the payment of administrative  
9 expenses and, for purposes of subparagraph (B), the Corporation’s payment of principal  
10 and interest on obligations issued under paragraph (3) and the exercise of authorities  
11 under section 1204.

12 (2) PROCEEDS.—Amounts received by the Appropriate Federal Regulatory  
13 Agency and the Corporation (including amounts borrowed under paragraph (3) and  
14 assessments received under subsection (o), but excluding amounts received by any  
15 covered bank holding company when the Appropriate Federal Regulatory Agency is  
16 acting in its capacity as conservator or receiver for such company, and excluding amounts  
17 credited to the appropriate financing account as a means of financing credit activity, as  
18 applicable) shall be deposited into the Fund, subject to apportionment.

19 (3) CAPITALIZATION OF FUND.—

20 (A) CORPORATION AUTHORIZED TO ISSUE OBLIGATIONS.—In order to  
21 capitalize the Fund upon the Secretary making the determination provided for in  
22 section 1203(b), the Corporation is authorized to issue obligations to the  
23 Secretary.

1 (B) SECRETARY AUTHORIZED TO PURCHASE OBLIGATIONS.—The Secretary  
2 may, in the Secretary’s discretion and under such terms and conditions that the  
3 Secretary may require, purchase or agree to purchase any obligations issued under  
4 subparagraph (A), and for such purpose the Secretary is authorized to use as a  
5 public debt transaction the proceeds of the sale of any securities hereafter issued  
6 under chapter 31 of title 31, United States Code, and the purposes for which  
7 securities may be issued under chapter 31 of title 31, United States Code, are  
8 extended to include such purchases.

9 (C) INTEREST RATE.—Each purchase of obligations by the Secretary under  
10 this paragraph shall be upon such terms and conditions as to yield a return at a  
11 rate not less than a rate determined by the Secretary, taking into consideration the  
12 current average yield on outstanding marketable obligations of the United States  
13 of comparable maturity.

14 (D) SECRETARY AUTHORIZED TO SELL OBLIGATIONS.—The Secretary may  
15 sell, upon such terms and conditions and at such price or prices as the Secretary  
16 shall determine, any of the obligations acquired under this paragraph.

17 (E) PUBLIC DEBT TRANSACTIONS.—All purchases and sales by the  
18 Secretary of such obligations under this paragraph shall be treated as public debt  
19 transactions of the United States, and the proceeds from the sale of any  
20 obligations acquired by the Secretary under this paragraph shall be covered into  
21 the Treasury as miscellaneous receipts..

22 (4) INVESTMENT.—The Corporation may request the Secretary to invest such  
23 portion of the Fund as is not, in the Corporation’s judgment, required to meet the current

1 needs of the Fund. Such investments shall be made by the Secretary in public debt  
2 securities, with maturities suitable to the needs of the Fund as determined by the  
3 Corporation, and bearing interest at a rate determined by the Secretary, taking into  
4 consideration current market yields on outstanding marketable obligations of the United  
5 States of comparable maturity.

6 (o) RISK-BASED ASSESSMENTS.—

7 (1) RECOVERY OF EXPENDED FUNDS FROM BANK HOLDING COMPANIES.—The  
8 Corporation shall take steps to recover the amount of funds expended out of the Fund  
9 under subsection (n) and which have not otherwise been recouped. Such steps shall  
10 include one or more risk-based assessments on bank holding companies based on their  
11 total liabilities in such amount and manner, and subject to such terms and conditions as  
12 the Corporation determines, by regulation, are necessary to pay in full the obligations  
13 issued by Corporation to the Secretary, within 60 months from the date of the Secretary's  
14 determination under section 1203(b).

15 (2) ASSESSMENT THRESHOLD.—The Corporation shall assess each bank holding  
16 company whose non-Corporation assessed liabilities on a consolidated basis are greater  
17 than \$10 billion as of the end of the previous calendar quarter.

18 (3) BASELINE FOR ASSESSMENTS.—The Corporation shall determine the amount of  
19 each risk-based assessment on a bank holding company by using as a baseline the  
20 difference between:

21 (A) the total balance-sheet liabilities of the bank holding company as of  
22 the end of the previous calendar quarter; and

23 (B) the sum of:

1 (i) \$10,000,000,000; and

2 (ii) the amount of any liabilities of the bank holding company or  
3 any subsidiary of the bank holding company, as of the end of the previous  
4 calendar quarter, that form the basis of assessments imposed by the  
5 Corporation under section 7 of the Federal Deposit Insurance Act (12  
6 U.S.C. § 1817).

7 (4) RISK-BASED ASSESSMENT CONSIDERATIONS.—In imposing assessments under  
8 paragraph (1), the Corporation may differentiate among bank holding companies by  
9 taking into consideration the following—

10 (A) different categories and concentrations of assets;

11 (B) different categories and concentrations of liabilities, both insured and  
12 uninsured, contingent and noncontingent;

13 (C) leverage;

14 (D) size, complexity, risk profile, and interconnectedness to the financial  
15 system;

16 (E) the threat each poses to the stability of the financial system; and

17 (F) any other considerations that the Corporation deems appropriate.

18 (5) ASSESSMENT DEDUCTION.—A bank holding company may deduct from its  
19 assessment an amount equal to the amount that it or any subsidiary paid to any State  
20 insurance guarantee fund association due to conservation, rehabilitation, or liquidation of  
21 a covered bank holding company or any subsidiary of the covered bank holding  
22 company.

23 (6) COLLECTION OF INFORMATION.—The Corporation may impose on bank

1 holding companies described in paragraph (2) such collection of information  
2 requirements that the Corporation deems necessary to carry out this subsection after a  
3 determination under section 1203(b).

4 (7) RULEMAKING—The Corporation shall, in consultation with the Federal  
5 Reserve Board, prescribe regulations to carry out this subsection.

6 (p) NO FEDERAL STATUS.—

7 (1) AGENCY STATUS.—A covered bank holding company (or any covered  
8 subsidiary thereof) that receives assistance, is placed into conservatorship or receivership,  
9 or both, under section 1204 is not a department, agency, or instrumentality of the United  
10 States for purposes of statutes that confer powers on or impose obligations on  
11 government entities.

12 (2) EMPLOYEE STATUS.—Interim directors, directors, officers, employees, or  
13 agents of a covered bank holding company that is placed into conservatorship or  
14 receivership are not, solely by virtue of service in any such capacity, officers or  
15 employees of the United States. Any employee of the Appropriate Federal Regulatory  
16 Agency, acting as conservator or receiver, or of any Federal agency who serves at the  
17 request of the conservator or receiver as an interim director, director, officer, employee,  
18 or agent of a covered bank holding company that is placed into conservatorship or  
19 receivership shall not—

20 (A) solely by virtue of service in any such capacity lose any existing status  
21 as an officer or employee of the United States for purposes of title 5, United  
22 States Code, or any other provision of law, or;

23 (B) receive any salary or benefits for service in any such capacity with

1           respect to a covered bank holding company that is placed into conservatorship or  
2           receivership in addition to such salary or benefits as are obtained through  
3           employment with the Appropriate Federal Regulatory Agency or other Federal  
4           agency.

5   **SEC. 1210. CLARIFICATION OF PROHIBITION REGARDING CONCEALMENT OF**  
6                           **ASSETS FROM CONSERVATOR, RECEIVER, OR LIQUIDATING**  
7                           **AGENT.**

8           (a) IN GENERAL.— Section 1032 of title 18, United States Code, is amended in paragraph  
9   (1) by deleting “or” before “the National Credit Union Administration Board,” and by inserting  
10 immediately thereafter “or the Appropriate Federal Regulatory Agency, as defined in section  
11 1202 of the Resolution Authority for Large, Interconnected Financial Companies Act of 2009  
12 (\_\_\_ U.S.C. § \_\_\_(1)(A)),”.

13          (b) CONFORMING CHANGE.—The title of section 1032 of title 18, United States Code, is  
14 amended by deleting “of financial institution”.

15   **SEC. 1211. MISCELLANEOUS PROVISIONS.**

16          (a) BANKRUPTCY CODE AMENDMENTS.—Section 109(b)(2) of title 11 of the United States  
17 Code is amended by adding “covered bank holding company” as that term is defined in section  
18 1202(6) of the Resolution Authority for Large, Interconnected Financial Companies Act of  
19 2009,” after a “domestic insurance company”.

20          (b) FEDERAL DEPOSIT INSURANCE CORPORATION IMPROVEMENT ACT.—Section 403(a) of  
21 the Federal Deposit Insurance Corporation Improvement Act of 1991 (12 U.S.C. 4403(a)) is  
22 amended by inserting “section 1209(c) of the Resolution Authority for Large, Interconnected  
23 Financial Companies Act of 2009, section 1367 of the Federal Housing Enterprises Financial

1 Safety and Soundness Act of 1992 (12 U.S.C. 4617(d)), “after “section 1821(e) of this title.