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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2002

A N A C T

RELATING TO THE UNIFORM COMMERCIAL CODE

Introduced By: Senators Roney, and Roberts

Date Introduced: January 29, 2002

Referred To: Senate Corporations

It is enacted by the General Assembly as follows:

1 SECTION 1. Sections 6A-9-102, 6A-9-304 and 6A-9-309 of the General Laws in
2 Chapter 6A-9 entitled "Secured Transactions" are hereby amended to read as follows:

3 **6A-9-102. Definitions.** -- (a) Chapter 9 definitions. - In this chapter:

4 (1) "Accession" means goods that are physically united with other goods in such a
5 manner that the identity of the original goods is not lost.

6 (2) "Account", except as used in "account for", means a right to payment of a monetary
7 obligation, whether or not earned by performance, (i) for property that has been or is to be sold,
8 leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered,
9 (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to
10 be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a
11 charter or other contract, (vii) arising out of the use of a credit or charge card or information
12 contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance
13 operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to
14 operate the game by a State or governmental unit of a State. The term includes health-care-
15 insurance receivables. The term does not include (i) rights to payment evidenced by chattel paper
16 or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v)
17 letter-of-credit rights or letters of credit, or (vi) rights to payment for money or funds advanced or
18 sold, other than rights arising out of the use of a credit or charge card or information contained on
19 or for use with the card.

1 (3) "Account debtor" means a person obligated on an account, chattel paper, or general
2 intangible. The term does not include persons obligated to pay a negotiable instrument, even if
3 the instrument constitutes part of chattel paper.

4 (4) "Accounting", except as used in "accounting for", means a record:

5 (i) authenticated by a secured party;

6 (ii) indicating the aggregate unpaid secured obligations as of a date not more than 35
7 days earlier or 35 days later than the date of the record; and

8 (iii) identifying the components of the obligations in reasonable detail.

9 (5) "Agricultural lien" means an interest, ~~other than a security interest~~, in farm products:

10 (i) which secures payment or performance of an obligation for:

11 (A) goods or services furnished in connection with a debtor's farming operation; or

12 (B) rent on real property leased by a debtor in connection with its farming operation;

13 (ii) which is created by statute in favor of a person that:

14 (A) in the ordinary course of its business furnished goods or services to a debtor in
15 connection with a debtor's farming operation; or

16 (B) leased real property to a debtor in connection with the debtor's farming operation;

17 and

18 (iii) whose effectiveness does not depend on the person's possession of the personal
19 property.

20 (6) "As-extracted collateral" means:

21 (i) oil, gas, or other minerals that are subject to a security interest that:

22 (A) is created by a debtor having an interest in the minerals before extraction; and

23 (B) attaches to the minerals as extracted; or

24 (ii) accounts arising out of the sale at the wellhead or minehead of oil, gas, or other
25 minerals in which the debtor had an interest before extraction.

26 (7) "Authenticate" means:

27 (i) to sign; or

28 (ii) to execute or otherwise adopt a symbol, or encrypt or similarly process a record in
29 whole or in part, with the present intent of the authenticating person to identify the person and
30 adopt or accept a record.

31 (8) "Bank" means an organization that is engaged in the business of banking. The term
32 includes savings banks, savings and loan associations, credit unions, and trust companies.

33 (9) "Cash proceeds" means proceeds that are money, checks, deposit accounts, or the
34 like.

1 (10) "Certificate of title" means a certificate of title with respect to which a statute
2 provides for the security interest in question to be indicated on the certificate as a condition or
3 result of the security interest's obtaining priority over the rights of a lien creditor with respect to
4 the collateral.

5 (11) "Chattel paper" means a record or records that evidence both a monetary obligation
6 and a security interest in specific goods, a security interest in specific goods and software used in
7 the goods, a security interest in specific goods and license of software used in the goods, a lease
8 of specific goods, or a lease of specific goods and license of software used in the goods. In this
9 paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed
10 under a lease of the goods and includes a monetary obligation with respect to software used in the
11 goods. The term does not include (i) charters or other contracts involving the use or hire of a
12 vessel or (ii) records that evidence a right to payment arising out of the use of a credit or charge
13 card or information contained on or for use with the card. If a transaction is evidenced by records
14 that include an instrument or series of instruments, the group of records taken together constitutes
15 chattel paper.

16 (12) "Collateral" means the property subject to a security interest or agricultural lien. The
17 term includes:

18 (i) proceeds to which a security interest attaches;

19 (ii) accounts, chattel paper, payment intangibles, and promissory notes that have been
20 sold; and

21 (iii) goods that are the subject of a consignment.

22 (13) "Commercial tort claim" means a claim arising in tort with respect to which:

23 (i) the claimant is an organization; or

24 (ii) the claimant is an individual and the claim:

25 (A) arose in the course of the claimant's business or profession; and

26 (B) does not include damages arising out of personal injury to or the death of an
27 individual.

28 (14) "Commodity account" means an account maintained by a commodity intermediary
29 in which a commodity contract is carried for a commodity customer.

30 (15) "Commodity contract" means a commodity futures contract, an option on a
31 commodity futures contract, a commodity option, or another contract if the contract or option is:

32 (i) traded on or subject to the rules of a board of trade that has been designated as a
33 contract market for such a contract pursuant to federal commodities laws; or

34 (ii) traded on a foreign commodity board of trade, exchange, or market, and is carried on

1 the books of a commodity intermediary for a commodity customer.

2 (16) "Commodity customer" means a person for which a commodity intermediary carries
3 a commodity contract on its books.

4 (17) "Commodity intermediary" means a person that:

5 (i) is registered as a futures commission merchant under federal commodities law; or

6 (ii) in the ordinary course of its business provides clearance or settlement services for a
7 board of trade that has been designated as a contract market pursuant to federal commodities law.

8 (18) "Communicate" means:

9 (i) to send a written or other tangible record;

10 (ii) to transmit a record by any means agreed upon by the persons sending and receiving
11 the record; or

12 (iii) in the case of transmission of a record to or by a filing office, to transmit a record by
13 any means prescribed by filing-office rule.

14 (19) "Consignee" means a merchant to which goods are delivered in a consignment.

15 (20) "Consignment" means a transaction, regardless of its form, in which a person
16 delivers goods to a merchant for the purpose of sale and:

17 (i) the merchant:

18 (A) deals in goods of that kind under a name other than the name of the person making
19 delivery;

20 (B) is not an auctioneer; and

21 (C) is not generally known by its creditors to be substantially engaged in selling the
22 goods of others;

23 (ii) with respect to each delivery, the aggregate value of the goods is \$1,000 or more at
24 the time of delivery;

25 (iii) the goods are not consumer goods immediately before delivery; and

26 (iv) the transaction does not create a security interest that secures an obligation.

27 (21) "Consignor" means a person that delivers goods to a consignee in a consignment.

28 (22) "Consumer debtor" means a debtor in a consumer transaction.

29 (23) "Consumer goods" means goods that are used or bought for use primarily for
30 personal, family, or household purposes.

31 (24) "Consumer-goods transaction" means a consumer transaction in which:

32 (i) an individual incurs an obligation primarily for personal, family, or household
33 purposes; and

34 (ii) a security interest in consumer goods secures the obligation.

1 (25) "Consumer obligor" means an obligor who is an individual and who incurred the
2 obligation as part of a transaction entered into primarily for personal, family, or household
3 purposes.

4 (26) "Consumer transaction" means a transaction in which (i) an individual incurs an
5 obligation primarily for personal, family, or household purposes, (ii) a security interest secures
6 the obligation, and (iii) the collateral is held or acquired primarily for personal, family, or
7 household purposes. The term includes consumer-goods transactions.

8 (27) "Continuation statement" means an amendment of a financing statement which:
9 (i) identifies, by its file number, the initial financing statement to which it relates; and
10 (ii) indicates that it is a continuation statement for, or that it is filed to continue the
11 effectiveness of, the identified financing statement.

12 (28) "Debtor" means:
13 (i) a person having an interest, other than a security interest or other lien, in the
14 collateral, whether or not the person is an obligor;
15 (ii) a seller of accounts, chattel paper, payment intangibles, or promissory notes; or
16 (iii) a consignee.

17 (29) "Deposit account" means a demand, time, savings, passbook, or similar account
18 maintained with a bank. The term does not include investment property or accounts evidenced by
19 an instrument.

20 (30) "Document" means a document of title or a receipt of the type described in section
21 6A-7-201(2).

22 (31) "Electronic chattel paper" means chattel paper evidenced by a record or records
23 consisting of information stored in an electronic medium.

24 (32) "Encumbrance" means a right, other than an ownership interest, in real property.
25 The term includes mortgages and other liens on real property.

26 (33) "Equipment" means goods other than inventory, farm products, or consumer goods.

27 (34) "Farm products" means goods, other than standing timber, with respect to which the
28 debtor is engaged in a farming operation and which are:

- 29 (i) crops grown, growing, or to be grown, including:
30 (A) crops produced on trees, vines, and bushes; and
31 (B) aquatic goods, including seaweeds, produced in aquacultural operations;
32 (ii) livestock, born or unborn, including fish, shellfish and other aquatic goods produced
33 in aquacultural operations;
34 (iii) supplies used or produced in a farming operation; or

1 (iv) products of crops or livestock in their unmanufactured states.

2 (35) "Farming operation" means raising, cultivating, propagating, fattening, grazing, or
3 any other farming, livestock, or aquacultural operation.

4 (36) "File number" means the number assigned to an initial financing statement pursuant
5 to section 6A-9-519(a).

6 (37) "Filing office" means an office designated in section 6A-9-501 as the place to file a
7 financing statement.

8 (38) "Filing-office rule" means a rule adopted pursuant to section 6A-9-526.

9 (39) "Financing statement" means a record or records composed of an initial financing
10 statement and any filed record relating to the initial financing statement.

11 (40) "Fixture filing" means the filing of a financing statement covering goods that are or
12 are to become fixtures and satisfying section 6A-9-502(a) and (b). The term includes the filing of
13 a financing statement covering goods of a transmitting utility which are or are to become fixtures.

14 (41) "Fixtures" means goods that have become so related to particular real property that
15 an interest in them arises under real property law.

16 (42) "General intangible" means any personal property, including things in action, other
17 than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods,
18 instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or
19 other minerals before extraction. The term includes payment intangibles and software.

20 (43) "Good faith" means honesty in fact and the observance of reasonable commercial
21 standards of fair dealing.

22 (44) "Goods" means all things that are movable when a security interest attaches. The
23 term includes (i) fixtures, (ii) standing timber that is to be cut and removed under a conveyance or
24 contract for sale, (iii) the unborn young of animals, (iv) crops grown, growing, or to be grown,
25 even if the crops are produced on trees, vines, or bushes, and (v) manufactured homes. The term
26 also includes a computer program embedded in goods and any supporting information provided
27 in connection with a transaction relating to the program if (i) the program is associated with the
28 goods in such a manner that it customarily is considered part of the goods, or (ii) by becoming the
29 owner of the goods, a person acquires a right to use the program in connection with the goods.
30 The term does not include a computer program embedded in goods that consist solely of the
31 medium in which the program is embedded. The term also does not include accounts, chattel
32 paper, commercial tort claims, deposit accounts, documents, general intangibles, instruments,
33 investment property, letter-of-credit rights, letters of credit, money, or oil, gas, or other minerals
34 before extraction.

1 (45) "Governmental unit" means a subdivision, agency, department, county, parish,
2 municipality, or other unit of the government of the United States, a State, or a foreign country.
3 The term includes an organization having a separate corporate existence if the organization is
4 eligible to issue debt on which interest is exempt from income taxation under the laws of the
5 United States.

6 (46) "Health-care-insurance receivable" means an interest in or claim under a policy of
7 insurance which is a right to payment of a monetary obligation for health-care goods or services
8 provided or to be provided.

9 (47) "Instrument" means a negotiable instrument or any other writing that evidences a
10 right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of
11 a type that in ordinary course of business is transferred by delivery with any necessary
12 indorsement or assignment. The term does not include (i) investment property, (ii) letters of
13 credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge
14 card or information contained on or for use with the card.

15 (48) "Inventory" means goods, other than farm products, which:

16 (i) are leased by a person as lessor;

17 (ii) are held by a person for sale or lease or to be furnished under a contract of service;

18 (iii) are furnished by a person under a contract of service; or

19 (iv) consist of raw materials, work in process, or materials used or consumed in a
20 business.

21 (49) "Investment property" means a security, whether certificated or uncertificated,
22 security entitlement, securities account, commodity contract, or commodity account.

23 (50) "Jurisdiction of organization", with respect to a registered organization, means the
24 jurisdiction under whose law the organization is organized.

25 (51) "Letter-of-credit right" means a right to payment or performance under a letter of
26 credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment
27 or performance. The term does not include the right of a beneficiary to demand payment or
28 performance under a letter of credit.

29 (52) "Lien creditor" means:

30 (i) a creditor that has acquired a lien on the property involved by attachment, levy, or the
31 like;

32 (ii) an assignee for benefit of creditors from the time of assignment;

33 (iii) a trustee in bankruptcy from the date of the filing of the petition; or

34 (iv) a receiver in equity from the time of appointment.

1 (53) "Manufactured home" means a structure, transportable in one or more sections,
2 which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in
3 length, or, when erected on site, is 320 or more square feet, and which is built on a permanent
4 chassis and designed to be used as a dwelling with or without a permanent foundation when
5 connected to the required utilities, and includes the plumbing, heating, air-conditioning, and
6 electrical systems contained therein. The term includes any structure that meets all of the
7 requirements of this paragraph except the size requirements and with respect to which the
8 manufacturer voluntarily files a certification required by the United States Secretary of Housing
9 and Urban Development and complies with the standards established under Title 42 of the United
10 States Code.

11 (54) "Manufactured-home transaction" means a secured transaction:

12 (i) that creates a purchase-money security interest in a manufactured home, other than a
13 manufactured home held as inventory; or

14 (ii) in which a manufactured home, other than a manufactured home held as inventory, is
15 the primary collateral.

16 (55) "Mortgage" means a consensual interest in real property, including fixtures, which
17 secures payment or performance of an obligation.

18 (56) "New debtor" means a person that becomes bound as debtor under section 6A-9-
19 203(d) by a security agreement previously entered into by another person.

20 (57) "New value" means (i) money, (ii) money's worth in property, services, or new
21 credit, or (iii) release by a transferee of an interest in property previously transferred to the
22 transferee. The term does not include an obligation substituted for another obligation.

23 (58) "Noncash proceeds" means proceeds other than cash proceeds.

24 (59) "Obligor" means a person that, with respect to an obligation secured by a security
25 interest in or an agricultural lien on the collateral, (i) owes payment or other performance of the
26 obligation, (ii) has provided property other than the collateral to secure payment or other
27 performance of the obligation, or (iii) is otherwise accountable in whole or in part for payment or
28 other performance of the obligation. The term does not include issuers or nominated persons
29 under a letter of credit.

30 (60) "Original debtor," except as used in section 6A-9-310(c), means a person that, as
31 debtor, entered into a security agreement to which a new debtor has become bound under section
32 6A-9-203(d).

33 (61) "Payment intangible" means a general intangible under which the account debtor's
34 principal obligation is a monetary obligation.

1 (62) "Person related to", with respect to an individual, means:
2 (i) the spouse of the individual;
3 (ii) a brother, brother-in-law, sister, or sister-in-law of the individual;
4 (iii) an ancestor or lineal descendant of the individual or the individual's spouse; or
5 (iv) any other relative, by blood or marriage, of the individual or the individual's spouse
6 who shares the same home with the individual.

7 (63) "Person related to", with respect to an organization, means:

8 (i) a person directly or indirectly controlling, controlled by, or under common control
9 with the organization;

10 (ii) an officer or director of, or a person performing similar functions with respect to, the
11 organization;

12 (iii) an officer or director of, or a person performing similar functions with respect to, a
13 person described in subparagraph (i);

14 (iv) the spouse of an individual described in subparagraph (i), (ii), or (iii); or

15 (v) an individual who is related by blood or marriage to an individual described in
16 subparagraph (i), (ii), (iii), or (iv) and shares the same home with the individual.

17 (64) "Proceeds," except as used in section 6A-9-609(b), means the following property:

18 (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of
19 collateral;

20 (ii) whatever is collected on, or distributed on account of, collateral;

21 (iii) rights arising out of collateral;

22 (iv) to the extent of the value of collateral, claims arising out of the loss, nonconformity,
23 or interference with the use of, defects or infringement of rights in, or damage to, the collateral; or

24 (v) to the extent of the value of collateral and to the extent payable to the debtor or the
25 secured party, insurance payable by reason of the loss or nonconformity of, defects or
26 infringement of rights in, or damage to, the collateral.

27 (65) "Promissory note" means an instrument that evidences a promise to pay a monetary
28 obligation, does not evidence an order to pay, and does not contain an acknowledgment by a bank
29 that the bank has received for deposit a sum of money or funds.

30 (66) "Proposal" means a record authenticated by a secured party which includes the
31 terms on which the secured party is willing to accept collateral in full or partial satisfaction of the
32 obligation it secures pursuant to sections 6A-9-620, 6A-9-621, and 6A-9-622.

33 (67) "Public-finance transaction" means a secured transaction in connection with which:

34 (i) debt securities are issued;

1 (ii) all or a portion of the securities issued have an initial stated maturity of at least 20
2 years; and

3 (iii) the debtor, obligor, secured party, account debtor or other person obligated on
4 collateral, assignor or assignee of a secured obligation, or assignor or assignee of a security
5 interest is a State or a governmental unit of a State.

6 (68) "Pursuant to commitment", with respect to an advance made or other value given by
7 a secured party, means pursuant to the secured party's obligation, whether or not a subsequent
8 event of default or other event not within the secured party's control has relieved or may relieve
9 the secured party from its obligation.

10 (69) "Record", except as used in "for record", "of record", "record or legal title", and
11 "record owner", means information that is inscribed on a tangible medium or which is stored in
12 an electronic or other medium and is retrievable in perceivable form.

13 (70) "Registered organization" means an organization organized solely under the law of
14 a single State or the United States and as to which the State or the United States must maintain a
15 public record showing the organization to have been organized.

16 (71) "Secondary obligor" means an obligor to the extent that:

17 (i) the obligor's obligation is secondary; or

18 (ii) the obligor has a right of recourse with respect to an obligation secured by collateral
19 against the debtor, another obligor, or property of either.

20 (72) "Secured party" means:

21 (i) a person in whose favor a security interest is created or provided for under a security
22 agreement, whether or not any obligation to be secured is outstanding;

23 (ii) a person that holds an agricultural lien;

24 (iii) a consignor;

25 (iv) a person to which accounts, chattel paper, payment intangibles, or promissory notes
26 have been sold;

27 (v) a trustee, indenture trustee, agent, collateral agent, or other representative in whose
28 favor a security interest or agricultural lien is created or provided for; or

29 (vi) a person that holds a security interest arising under section 6A-2-401, 6A-2-505, 6A-
30 2-711(3), 6A-2.1-508(5), 6A-4-210, or 6A-5-118.

31 (73) "Security agreement" means an agreement that creates or provides for a security
32 interest.

33 (74) "Send", in connection with a record or notification, means:

34 (i) to deposit in the mail, deliver for transmission, or transmit by any other usual means

1 of communication, with postage or cost of transmission provided for, addressed to any address
2 reasonable under the circumstances; or

3 (ii) to cause the record or notification to be received within the time that it would have
4 been received if properly sent under subparagraph (i).

5 (75) "Software" means a computer program and any supporting information provided in
6 connection with a transaction relating to the program. The term does not include a computer
7 program that is included in the definition of goods.

8 (76) "State" means a State of the United States, the District of Columbia, Puerto Rico,
9 the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction
10 of the United States.

11 (77) "Supporting obligation" means a letter-of-credit right or secondary obligation that
12 supports the payment or performance of an account, chattel paper, a document, a general
13 intangible, an instrument, or investment property.

14 (78) "Tangible chattel paper" means chattel paper evidenced by a record or records
15 consisting of information that is inscribed on a tangible medium.

16 (79) "Termination statement" means an amendment of a financing statement which:

17 (i) identifies, by its file number, the initial financing statement to which it relates; and

18 (ii) indicates either that it is a termination statement or that the identified financing
19 statement is no longer effective.

20 (80) "Transmitting utility" means a person primarily engaged in the business of:

21 (i) operating a railroad, subway, street railway, or trolley bus;

22 (ii) transmitting communications electrically, electromagnetically, or by light;

23 (iii) transmitting goods by pipeline or sewer; or

24 (iv) transmitting or producing and transmitting electricity, steam, gas, or water.

25 (b) Definitions in other chapters. - The following definitions in other chapters apply to
26 this chapter:

27 "Applicant" section 6A-5-102.

28 "Beneficiary" section 6A-5-102.

29 "Broker" section 6A-8-102.

30 "Certificated security" section 6A-8-102.

31 "Check" section 6A-3-104.

32 "Clearing corporation" section 6A-8-102.

33 "Contract for sale" section 6A-2-106.

34 "Customer" section 6A-4-104.

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| 1 | "Entitlement holder" | section 6A-8-102. |
| 2 | "Financial asset" | section 6A-8-102. |
| 3 | "Holder in due course" | section 6A-3-302. |
| 4 | "Issuer" (with respect to a letter of credit or letter-of-credit right) | section 6A-5-102. |
| 5 | "Issuer" (with respect to a security) | section 6A-8-201. |
| 6 | "Lease" | section 6A-2.1-103. |
| 7 | "Lease agreement" | section 6A-2.1-103. |
| 8 | "Lease contract" | section 6A-2.1-103. |
| 9 | "Leasehold interest" | section 6A-2.1-103. |
| 10 | "Lessee" | section 6A-2.1-103. |
| 11 | "Lessee in ordinary course of business" | section 6A-2.1-103. |
| 12 | "Lessor" | section 6A-2.1-103. |
| 13 | "Lessor's residual interest" | section 6A-2.1-103. |
| 14 | "Letter of credit" | section 6A-5-102. |
| 15 | "Merchant" | section 6A-2-104. |
| 16 | "Negotiable instrument" | section 6A-3-104. |
| 17 | "Nominated person" | section 6A-5-102. |
| 18 | "Note" | section 6A-3-104. |
| 19 | "Proceeds of a letter of credit" | section 6A-5-114. |
| 20 | "Prove" | section 6A-3-103. |
| 21 | "Sale" | section 6A-2-106. |
| 22 | "Securities account" | section 6A-8-501. |
| 23 | "Securities intermediary" | section 6A-8-102. |
| 24 | "Security" | section 6A-8-102. |
| 25 | "Security certificate" | section 6A-8-102. |
| 26 | "Security entitlement" | section 6A-8-102. |
| 27 | "Uncertificated security" | section 6A-8-102. |

28 (c) Chapter 1 definitions and principles. - Chapter 1 of this title contains general
29 definitions and principles of construction and interpretation applicable throughout this chapter.

30 **6A-9-304. Law governing perfection and priority of security interests in deposit**
31 **accounts.** -- (a) Law of bank's jurisdiction governs. - The local law of a bank's jurisdiction
32 governs perfection, the effect of perfection or nonperfection, and the priority of a security interest
33 in a deposit account maintained with that bank.

34 (b) Bank's jurisdiction. - The following rules determine a bank's jurisdiction for

1 purposes of this part:

2 (1) If an agreement between the bank and ~~the debtor~~ its customer governing the deposit
3 account expressly provides that a particular jurisdiction is the bank's jurisdiction for purposes of
4 this part, this chapter, or the Uniform Commercial Code, that jurisdiction is the bank's
5 jurisdiction.

6 (2) If paragraph (1) does not apply and an agreement between the bank and its customer
7 governing the deposit account expressly provides that the agreement is governed by the law of a
8 particular jurisdiction, that jurisdiction is the bank's jurisdiction.

9 (3) If neither paragraph (1) nor paragraph (2) applies and an agreement between the bank
10 and its customer governing the deposit account expressly provides that the deposit account is
11 maintained at an office in a particular jurisdiction, that jurisdiction is the bank's jurisdiction.

12 (4) If none of the preceding paragraphs applies, the bank's jurisdiction is the jurisdiction
13 in which the office identified in an account statement as the office serving the customer's account
14 is located.

15 (5) If none of the preceding paragraphs applies, the bank's jurisdiction is the jurisdiction
16 in which the chief executive office of the bank is located.

17 **6A-9-309. Security interest perfected upon attachment.** -- The following security
18 interests are perfected when they attach:

19 (1) A purchase-money security interest in consumer goods, except as otherwise provided
20 in section 6A-9-311(b) with respect to consumer goods that are subject to a statute or treaty
21 described in section 6A-9-311(a);

22 (2) An assignment of accounts or payment intangibles which does not by itself or in
23 conjunction with other assignments to the same assignee transfer a significant part of the
24 assignor's outstanding accounts or payment intangibles;

25 (3) A sale of a payment intangible;

26 (4) A sale of a promissory note;

27 (5) A security interest created by the assignment of a health-care-insurance receivable to
28 the provider of the health-care goods or services;

29 (6) A security interest arising under sections 6A-2-401, 6A-2-505, 6A-2-711(3), or 6A-
30 2.1-508(5), until the debtor obtains possession of the collateral;

31 (7) A security interest of a collecting bank arising under section 6A-4-210;

32 (8) A security interest of an issuer or nominated person arising under section 6A-5-118;

33 (9) A security interest arising in the delivery of a financial asset under section 6A-9-
34 206(c);

1 (10) A security interest in investment property created by a broker or securities
2 intermediary;

3 (11) A security interest in a commodity contract or a commodity account created by a
4 commodity intermediary;

5 (12) An assignment for the benefit of all creditors of the transferor and subsequent
6 transfers by the assignee thereunder; ~~and~~

7 (13) A security interest created by an assignment of a beneficial interest in a decedent's
8 estate; and

9 (14) A sale by an individual of an account that is a right to payment of winnings in a
10 lottery or other game of chance.

11 SECTION 2. This act shall take effect upon passage.

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LC01608
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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO THE UNIFORM COMMERCIAL CODE

1 This act would make technical amendments to the uniform commercial code, as
2 recommended by the National Conference of Commissioners on Uniform State Laws.

3 This act would take effect upon passage.

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LC01608
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