

SENATE
STATE OF MINNESOTA
EIGHTY-SEVENTH LEGISLATURE S.F. No. 194

(SENATE AUTHORS: THOMPSON, Latz and Scheid)

| DATE | D-PG | OFFICIAL STATUS |
|------------|------|---|
| 02/02/2011 | 157 | Introduction and first reading Referred to Judiciary and Public Safety |
| 02/17/2011 | 250 | Comm report: To pass |
| | 257 | Second reading |
| 03/07/2011 | 436 | Special Order |
| | 436 | Third reading Passed |
| 05/17/2011 | 2091 | Returned from House |
| 05/21/2011 | 3036 | Governor's action Approval 05/20/11 |
| | 3036 | Secretary of State Chapter 31 05/20/11 |

1.1 A bill for an act
1.2 relating to secured transactions; enacting amendments to the Uniform
1.3 Commercial Code Article 9 adopted by the National Conference of
1.4 Commissioners on Uniform State Laws; making conforming changes; amending
1.5 Minnesota Statutes 2010, sections 86B.820, subdivisions 10, 11; 168A.01,
1.6 subdivisions 18, 19; 336.2A-103; 336.9-102; 336.9-105; 336.9-307; 336.9-311;
1.7 336.9-316; 336.9-317; 336.9-326; 336.9-406; 336.9-408; 336.9-502; 336.9-503;
1.8 336.9-507; 336.9-515; 336.9-516; 336.9-518; 514.963, subdivision 7; 514.965,
1.9 subdivision 7; proposing coding for new law in Minnesota Statutes, chapter 336.

1.10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.11 ARTICLE 1

1.12 AMENDMENTS TO THE UNIFORM COMMERCIAL CODE ARTICLE 9

1.13 Section 1. Minnesota Statutes 2010, section 336.9-102, is amended to read:

1.14 **336.9-102 DEFINITIONS AND INDEX OF DEFINITIONS.**

1.15 (a) **Definitions.** In this article:

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

1.18 (2) "Account", except as used in "account for", means a right to payment of a
1.19 monetary obligation, whether or not earned by performance, (i) for property that has been
1.20 or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services
1.21 rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv)
1.22 for a secondary obligation incurred or to be incurred, (v) for energy provided or to be
1.23 provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising
1.24 out of the use of a credit or charge card or information contained on or for use with the
1.25 card, or (viii) as winnings in a lottery or other game of chance operated or sponsored

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2.1 by a state, governmental unit of a state, or person licensed or authorized to operate the
2.2 game by a state or governmental unit of a state. The term includes health-care-insurance
2.3 receivables. The term does not include (i) rights to payment evidenced by chattel paper or
2.4 an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property,
2.5 (v) letter of credit rights or letters of credit, or (vi) rights to payment for money or funds
2.6 advanced or sold, other than rights arising out of the use of a credit or charge card or
2.7 information contained on or for use with the card.

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

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

2.12 (A) authenticated by a secured party;

2.13 (B) indicating the aggregate unpaid secured obligations as of a date not more than 35
2.14 days earlier or 35 days later than the date of the record; and

2.15 (C) identifying the components of the obligations in reasonable detail.

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

2.18 (A) which secures payment or performance of an obligation for:

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

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

2.21 (B) which is created by statute in favor of a person that:

2.22 (i) in the ordinary course of its business furnished goods or services to a debtor in
2.23 connection with a debtor's farming operation; or

2.24 (ii) leased real property to a debtor in connection with the debtor's farming
2.25 operation; and

2.26 (C) whose effectiveness does not depend on the person's possession of the personal
2.27 property.

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

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

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

2.31 (ii) attaches to the minerals as extracted; or

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

2.34 (7) "Authenticate" means:

2.35 (A) to sign; or

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3.1 (B) ~~to execute or otherwise adopt a symbol, or encrypt or similarly process a record~~
3.2 ~~in whole or in part, with the present intent of the authenticating person to identify the~~
3.3 ~~person and adopt or accept a record~~ with present intent to adopt or accept a record, to
3.4 attach to or logically associate with the record an electronic sound, symbol, or process.

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

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

3.10 (10) "Certificate of title" means a certificate of title with respect to which a statute
3.11 provides for the security interest in question to be indicated on the certificate as a condition
3.12 or result of the security interest's obtaining priority over the rights of a lien creditor with
3.13 respect to the collateral. The term includes another record maintained as an alternative
3.14 to a certificate of title by the governmental unit that issues certificates of title if a statute
3.15 permits the security interest in question to be indicated on the record as a condition or
3.16 result of the security interest's obtaining priority over the rights of a lien creditor with
3.17 respect to the collateral.

3.18 (11) "Chattel paper" means a record or records that evidence both a monetary
3.19 obligation and a security interest in specific goods, a security interest in specific goods
3.20 and software used in the goods, a security interest in specific goods and license of
3.21 software used in the goods, a lease of specific goods, or a lease of specific goods and
3.22 license of software used in the goods. In this paragraph, "monetary obligation" means
3.23 a monetary obligation secured by the goods or owed under a lease of the goods and
3.24 includes a monetary obligation with respect to software used in the goods. The term
3.25 does not include (i) charters or other contracts involving the use or hire of a vessel or
3.26 (ii) records that evidence a right to payment arising out of the use of a credit or charge
3.27 card or information contained on or for use with the card. If a transaction is evidenced
3.28 by records that include an instrument or series of instruments, the group of records taken
3.29 together constitutes chattel paper.

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

3.32 (A) proceeds to which a security interest attaches;

3.33 (B) accounts, chattel paper, payment intangibles, and promissory notes that have
3.34 been sold; and

3.35 (C) goods that are the subject of a consignment.

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

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4.1 (A) the claimant is an organization; or

4.2 (B) the claimant is an individual and the claim:

4.3 (i) arose in the course of the claimant's business or profession; and

4.4 (ii) does not include damages arising out of personal injury to or the death of
4.5 an individual.

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

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

4.11 (A) traded on or subject to the rules of a board of trade that has been designated as a
4.12 contract market for such a contract pursuant to federal commodities law; or

4.13 (B) traded on a foreign commodity board of trade, exchange, or market, and is
4.14 carried on the books of a commodity intermediary for a commodity customer.

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

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

4.18 (A) is registered as a futures commission merchant under federal commodities
4.19 law; or

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

4.23 (18) "Communicate" means:

4.24 (A) to send a written or other tangible record;

4.25 (B) to transmit a record by any means agreed upon by the persons sending and
4.26 receiving the record; or

4.27 (C) in the case of transmission of a record to or by a filing office, to transmit a record
4.28 by any means prescribed by filing office rule.

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

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

4.32 (A) the merchant:

4.33 (i) deals in goods of that kind under a name other than the name of the person
4.34 making delivery;

4.35 (ii) is not an auctioneer; and

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5.1 (iii) is not generally known by its creditors to be substantially engaged in selling
5.2 the goods of others;

5.3 (B) with respect to each delivery, the aggregate value of the goods is \$1,000 or
5.4 more at the time of delivery;

5.5 (C) the goods are not consumer goods immediately before delivery; and

5.6 (D) the transaction does not create a security interest that secures an obligation.

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

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

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

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

5.12 (A) an individual incurs an obligation primarily for personal, family, or household
5.13 purposes; and

5.14 (B) a security interest in consumer goods secures the obligation.

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

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

5.22 (27) "Continuation statement" means an amendment of a financing statement which:

5.23 (A) identifies, by its file number, the initial financing statement to which it relates;
5.24 and

5.25 (B) indicates that it is a continuation statement for, or that it is filed to continue the
5.26 effectiveness of, the identified financing statement.

5.27 (28) "Debtor" means:

5.28 (A) a person having an interest, other than a security interest or other lien, in the
5.29 collateral, whether or not the person is an obligor;

5.30 (B) a seller of accounts, chattel paper, payment intangibles, or promissory notes; or

5.31 (C) a consignee.

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

5.35 (30) "Document" means a document of title or a receipt of the type described
5.36 in section 336.7-201(b).

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

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

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

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

6.9 (A) crops grown, growing, or to be grown, including:

6.10 (i) crops produced on trees, vines, and bushes; and

6.11 (ii) aquatic goods produced in aquacultural operations;

6.12 (B) livestock, born or unborn, including aquatic goods produced in aquacultural
6.13 operations;

6.14 (C) supplies used or produced in a farming operation; or

6.15 (D) products of crops or livestock in their unmanufactured states.

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

6.18 (36) "File number" means the number assigned to an initial financing statement
6.19 pursuant to section 336.9-519(a).

6.20 (37) "Filing office" means an office designated in section 336.9-501 as the place to
6.21 file a financing statement.

6.22 (38) "Filing office rule" means a rule adopted pursuant to Laws 2000, chapter 399,
6.23 article 1, section 139.

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

6.26 (40) "Fixture filing" means the filing of a financing statement covering goods that
6.27 are or are to become fixtures and satisfying section 336.9-502(a) and (b). The term
6.28 includes the filing of a financing statement covering goods of a transmitting utility which
6.29 are or are to become fixtures.

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

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

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7.1 (43) [Reserved.]

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

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

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

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

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

7.31 (A) are leased by a person as lessor;

7.32 (B) are held by a person for sale or lease or to be furnished under a contract of
7.33 service;

7.34 (C) are furnished by a person under a contract of service; or

7.35 (D) consist of raw materials, work in process, or materials used or consumed in a
7.36 business.

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

8.3 (50) "Jurisdiction of organization", with respect to a registered organization, means
8.4 the jurisdiction under whose law the organization is formed or organized.

8.5 (51) "Letter of credit right" means a right to payment or performance under a letter
8.6 of credit, whether or not the beneficiary has demanded or is at the time entitled to demand
8.7 payment or performance. The term does not include the right of a beneficiary to demand
8.8 payment or performance under a letter of credit.

8.9 (52) "Lien creditor" means:

8.10 (A) a creditor that has acquired a lien on the property involved by attachment, levy,
8.11 or the like;

8.12 (B) an assignee for benefit of creditors from the time of assignment;

8.13 (C) a trustee in bankruptcy from the date of the filing of the petition; or

8.14 (D) a receiver in equity from the time of appointment.

8.15 (53) Unless a certificate has been issued, "manufactured home" means a structure,
8.16 transportable in one or more sections, which, in the traveling mode, is eight body feet
8.17 or more in width or 40 body feet or more in length, or, when erected on site, is 320 or
8.18 more square feet, and which is built on a permanent chassis and designed to be used as a
8.19 dwelling with or without a permanent foundation when connected to the required utilities,
8.20 and includes the plumbing, heating, air-conditioning, and electrical systems contained
8.21 therein. The term includes any structure that meets all of the requirements of this paragraph
8.22 except the size requirements and with respect to which the manufacturer voluntarily files a
8.23 certification required by the United States Secretary of Housing and Urban Development
8.24 and complies with the standards established under United States Code, title 42.

8.25 A manufactured home within the meaning of this section does not include a
8.26 manufactured home for which a certificate of title as defined in section 336.9-102(a)(10)
8.27 has been issued.

8.28 (54) "Manufactured home transaction" means a secured transaction:

8.29 (A) that creates a purchase-money security interest in a manufactured home, other
8.30 than a manufactured home held as inventory; or

8.31 (B) in which a manufactured home, other than a manufactured home held as
8.32 inventory, is the primary collateral.

8.33 (55) "Mortgage" means a consensual interest in real property, including fixtures,
8.34 which secures payment or performance of an obligation. Mortgage includes an executory
8.35 contract for the sale of real property or of an interest in real property that entitles the
8.36 purchaser to possession of the real property.

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9.1 (56) "New debtor" means a person that becomes bound as debtor under section
9.2 336.9-203(d) by a security agreement previously entered into by another person.

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

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

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

9.13 (60) "Original debtor," except as used in section 336.9-310(c), means a person
9.14 that, as debtor, entered into a security agreement to which a new debtor has become
9.15 bound under section 336.9-203(d).

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

9.18 (62) "Person related to," with respect to an individual, means:

9.19 (A) the spouse of the individual;

9.20 (B) a brother, brother-in-law, sister, or sister-in-law of the individual;

9.21 (C) an ancestor or lineal descendant of the individual or the individual's spouse; or

9.22 (D) any other relative, by blood or marriage, of the individual or the individual's
9.23 spouse who shares the same home with the individual.

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

9.25 (A) a person directly or indirectly controlling, controlled by, or under common
9.26 control with the organization;

9.27 (B) an officer or director of, or a person performing similar functions with respect
9.28 to, the organization;

9.29 (C) an officer or director of, or a person performing similar functions with respect to,
9.30 a person described in subparagraph (A);

9.31 (D) the spouse of an individual described in subparagraph (A), (B), or (C); or

9.32 (E) an individual who is related by blood or marriage to an individual described in
9.33 subparagraph (A), (B), (C), or (D), and shares the same home with the individual.

9.34 (64) "Proceeds," except as used in section 336.9-609(b), means the following
9.35 property:

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10.1 (A) whatever is acquired upon the sale, lease, license, exchange, or other disposition
10.2 of collateral;

10.3 (B) whatever is collected on, or distributed on account of, collateral;

10.4 (C) rights arising out of collateral;

10.5 (D) to the extent of the value of collateral, claims arising out of the loss,
10.6 nonconformity, or interference with the use of, defects or infringement of rights in,
10.7 or damage to, the collateral; or

10.8 (E) to the extent of the value of collateral and to the extent payable to the debtor or
10.9 the secured party, insurance payable by reason of the loss or nonconformity of, defects
10.10 or infringement of rights in, or damage to, the collateral.

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

10.14 (66) "Proposal" means a record authenticated by a secured party which includes the
10.15 terms on which the secured party is willing to accept collateral in full or partial satisfaction
10.16 of the obligation it secures pursuant to sections 336.9-620, 336.9-621, and 336.9-622.

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

10.19 (A) debt securities are issued;

10.20 (B) all or a portion of the securities issued have an initial stated maturity of at least
10.21 20 years; and

10.22 (C) the debtor, obligor, secured party, account debtor or other person obligated
10.23 on collateral, assignor or assignee of a secured obligation, or assignor or assignee of a
10.24 security interest is a state or a governmental unit of a state.

10.25 (68) "Public organic record" means a record that is available to the public for
10.26 inspection and is:

10.27 (A) a record consisting of the record initially filed with or issued by a state or the
10.28 United States to form or organize an organization and any record filed with or issued by
10.29 the state or the United States which amends or restates the initial record;

10.30 (B) an organic record of a business trust consisting of the record initially filed with
10.31 a state and any record filed with the state which amends or restates the initial record, if
10.32 a statute of the state governing business trusts requires that the record be filed with the
10.33 state; or

10.34 (C) a record consisting of legislation enacted by the legislature of a state or the
10.35 Congress of the United States which forms or organizes an organization, any record

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11.1 amending the legislation, and any record filed with or issued by the state or the United
11.2 States which amends or restates the name of the organization.

11.3 ~~(68)~~ (69) "Pursuant to commitment," with respect to an advance made or other value
11.4 given by a secured party, means pursuant to the secured party's obligation, whether or not
11.5 a subsequent event of default or other event not within the secured party's control has
11.6 relieved or may relieve the secured party from its obligation.

11.7 ~~(69)~~ (70) "Record," except as used in "for record", "of record", "record or legal title",
11.8 and "record owner", means information that is inscribed on a tangible medium or which is
11.9 stored in an electronic or other medium and is retrievable in perceivable form.

11.10 ~~(70)~~ (71) "Registered organization" means an organization formed or organized
11.11 solely under the law of a single state or the United States ~~and as to which the state or~~
11.12 ~~the United States must maintain a public record showing the organization to have been~~
11.13 ~~organized:~~ by the filing of a public organic record with, the issuance of a public organic
11.14 record by, or the enactment of legislation by the state or the United States. The term
11.15 includes a business trust that is formed or organized under the law of a single state if a
11.16 statute of the state governing business trusts requires that the business trust's organic
11.17 record be filed with the state.

11.18 ~~(71)~~ (72) "Secondary obligor" means an obligor to the extent that:

11.19 (A) the obligor's obligation is secondary; or

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

11.22 ~~(72)~~ (73) "Secured party" means:

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

11.25 (B) a person that holds an agricultural lien;

11.26 (C) a consignor;

11.27 (D) a person to which accounts, chattel paper, payment intangibles, or promissory
11.28 notes have been sold;

11.29 (E) a trustee, indenture trustee, agent, collateral agent, or other representative in
11.30 whose favor a security interest or agricultural lien is created or provided for; or

11.31 (F) a person that holds a security interest arising under section 336.2-401, 336.2-505,
11.32 336.2-711(3), 336.2A-508(5), 336.4-210, or 336.5-118.

11.33 ~~(73)~~ (74) "Security agreement" means an agreement that creates or provides for
11.34 a security interest.

11.35 ~~(74)~~ (75) "Send," in connection with a record or notification, means:

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12.1 (A) to deposit in the mail, deliver for transmission, or transmit by any other usual
12.2 means of communication, with postage or cost of transmission provided for, addressed to
12.3 any address reasonable under the circumstances; or

12.4 (B) to cause the record or notification to be received within the time that it would
12.5 have been received if properly sent under subparagraph (A).

12.6 ~~(75)~~ (76) "Software" means a computer program and any supporting information
12.7 provided in connection with a transaction relating to the program. The term does not
12.8 include a computer program that is included in the definition of goods.

12.9 ~~(76)~~ (77) "State" means a state of the United States, the District of Columbia, Puerto
12.10 Rico, the United States Virgin Islands, or any territory or insular possession subject to the
12.11 jurisdiction of the United States.

12.12 ~~(77)~~ (78) "Supporting obligation" means a letter of credit right or secondary
12.13 obligation that supports the payment or performance of an account, chattel paper, a
12.14 document, a general intangible, an instrument, or investment property.

12.15 ~~(78)~~ (79) "Tangible chattel paper" means chattel paper evidenced by a record or
12.16 records consisting of information that is inscribed on a tangible medium.

12.17 ~~(79)~~ (80) "Termination statement" means an amendment of a financing statement
12.18 which:

12.19 (A) identifies, by its file number, the initial financing statement to which it relates;
12.20 and

12.21 (B) indicates either that it is a termination statement or that the identified financing
12.22 statement is no longer effective.

12.23 ~~(80)~~ (81) "Transmitting utility" means a person primarily engaged in the business of:

12.24 (A) operating a railroad, subway, street railway, or trolley bus;

12.25 (B) transmitting communications electrically, electromagnetically, or by light;

12.26 (C) transmitting goods by pipeline or sewer; or

12.27 (D) transmitting or producing and transmitting electricity, steam, gas, or water.

12.28 A person filing a financing statement under this article and under the authority of
12.29 sections 336B.01 to 336B.03, 507.327, and 507.328 is a transmitting utility for purposes
12.30 of this article.

12.31 (b) **Definitions in other articles.** "Control" as provided in section 336.7-106 and the
12.32 following definitions in other articles apply to this article:

12.33 "Applicant" Section 336.5-102

12.34 "Beneficiary" Section 336.5-102

12.35 "Broker" Section 336.8-102

12.36 "Certificated security" Section 336.8-102

12.37 "Check" Section 336.3-104

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| | | |
|-------|--|--------------------|
| 13.1 | "Clearing corporation" | Section 336.8-102 |
| 13.2 | "Contract for sale" | Section 336.2-106 |
| 13.3 | "Customer" | Section 336.4-104 |
| 13.4 | "Entitlement holder" | Section 336.8-102 |
| 13.5 | "Financial asset" | Section 336.8-102 |
| 13.6 | "Holder in due course" | Section 336.3-302 |
| 13.7 | "Issuer" (with respect to a letter of credit | |
| 13.8 | or letter of credit right) | Section 336.5-102 |
| 13.9 | "Issuer" (with respect to a security) | Section 336.8-201 |
| 13.10 | "Issuer" (with respect to documents of | |
| 13.11 | title) | Section 336.7-102 |
| 13.12 | "Lease" | Section 336.2A-103 |
| 13.13 | "Lease agreement" | Section 336.2A-103 |
| 13.14 | "Lease contract" | Section 336.2A-103 |
| 13.15 | "Leasehold interest" | Section 336.2A-103 |
| 13.16 | "Lessee" | Section 336.2A-103 |
| 13.17 | "Lessee in ordinary course of business" | Section 336.2A-103 |
| 13.18 | "Lessor" | Section 336.2A-103 |
| 13.19 | "Lessor's residual interest" | Section 336.2A-103 |
| 13.20 | "Letter of credit" | Section 336.5-102 |
| 13.21 | "Merchant" | Section 336.2-104 |
| 13.22 | "Negotiable instrument" | Section 336.3-104 |
| 13.23 | "Nominated person" | Section 336.5-102 |
| 13.24 | "Note" | Section 336.3-104 |
| 13.25 | "Proceeds of a letter of credit" | Section 336.5-114 |
| 13.26 | "Prove" | Section 336.3-103 |
| 13.27 | "Sale" | Section 336.2-106 |
| 13.28 | "Securities account" | Section 336.8-501 |
| 13.29 | "Securities intermediary" | Section 336.8-102 |
| 13.30 | "Security" | Section 336.8-102 |
| 13.31 | "Security certificate" | Section 336.8-102 |
| 13.32 | "Security entitlement" | Section 336.8-102 |
| 13.33 | "Uncertificated security" | Section 336.8-102 |

13.34 (c) **Article 1 definitions and principles.** Article 1 contains general definitions and
13.35 principles of construction and interpretation applicable throughout this article.

13.36 Sec. 2. Minnesota Statutes 2010, section 336.9-105, is amended to read:

13.37 **336.9-105 CONTROL OF ELECTRONIC CHATTEL PAPER.**

13.38 **(a) General rule: control of electronic chattel paper.** A secured party has control
13.39 of electronic chattel paper if a system employed for evidencing the transfer of interests in
13.40 the chattel paper reliably establishes the secured party as the person to which the chattel
13.41 paper was assigned.

14.1 **(b) Specific facts giving control.** A system satisfies subsection (a) if the record or
14.2 records comprising the chattel paper are created, stored, and assigned in such a manner
14.3 that:

14.4 (1) a single authoritative copy of the record or records exists which is unique,
14.5 identifiable, and, except as otherwise provided in paragraphs (4), (5), and (6), unalterable;

14.6 (2) the authoritative copy identifies the secured party as the assignee of the record
14.7 or records;

14.8 (3) the authoritative copy is communicated to and maintained by the secured party
14.9 or its designated custodian;

14.10 (4) copies or ~~revisions~~ amendments that add or change an identified assignee of the
14.11 authoritative copy can be made only with the ~~participation~~ consent of the secured party;

14.12 (5) each copy of the authoritative copy and any copy of a copy is readily identifiable
14.13 as a copy that is not the authoritative copy; and

14.14 (6) any ~~revision~~ amendment of the authoritative copy is readily identifiable as ~~an~~
14.15 authorized or unauthorized ~~revision~~.

14.16 Sec. 3. Minnesota Statutes 2010, section 336.9-307, is amended to read:

14.17 **336.9-307 LOCATION OF DEBTOR.**

14.18 (a) **Place of business.** In this section, "place of business" means a place where a
14.19 debtor conducts its affairs.

14.20 (b) **Debtor's location: general rules.** Except as otherwise provided in this section,
14.21 the following rules determine a debtor's location:

14.22 (1) A debtor who is an individual is located at the individual's principal residence.

14.23 (2) A debtor that is an organization and has only one place of business is located
14.24 at its place of business.

14.25 (3) A debtor that is an organization and has more than one place of business is
14.26 located at its chief executive office.

14.27 (c) **Limitation of applicability of subsection (b).** Subsection (b) applies only if a
14.28 debtor's residence, place of business, or chief executive office, as applicable, is located
14.29 in a jurisdiction whose law generally requires information concerning the existence of a
14.30 nonpossessory security interest to be made generally available in a filing, recording, or
14.31 registration system as a condition or result of the security interest's obtaining priority over
14.32 the rights of a lien creditor with respect to the collateral. If subsection (b) does not apply,
14.33 the debtor is located in the District of Columbia.

15.1 (d) **Continuation of location: cessation of existence, etc.** A person that ceases
15.2 to exist, have a residence, or have a place of business continues to be located in the
15.3 jurisdiction specified by subsections (b) and (c).

15.4 (e) **Location of registered organization organized under state law.** A registered
15.5 organization that is organized under the law of a state is located in that state.

15.6 (f) **Location of registered organization organized under federal law; bank
15.7 branches and agencies.** Except as otherwise provided in subsection (i), a registered
15.8 organization that is organized under the law of the United States and a branch or agency of
15.9 a bank that is not organized under the law of the United States or a state are located:

15.10 (1) in the state that the law of the United States designates, if the law designates
15.11 a state of location;

15.12 (2) in the state that the registered organization, branch, or agency designates, if the
15.13 law of the United States authorizes the registered organization, branch, or agency to
15.14 designate its state of location, including by designating its main office, home office, or
15.15 other comparable office; or

15.16 (3) in the District of Columbia, if neither paragraph (1) nor paragraph (2) applies.

15.17 (g) **Continuation of location: change in status of registered organization.** A
15.18 registered organization continues to be located in the jurisdiction specified by subsection
15.19 (e) or (f) notwithstanding:

15.20 (1) the suspension, revocation, forfeiture, or lapse of the registered organization's
15.21 status as such in its jurisdiction of organization; or

15.22 (2) the dissolution, winding up, or cancellation of the existence of the registered
15.23 organization.

15.24 (h) **Location of United States.** The United States is located in the District of
15.25 Columbia.

15.26 (i) **Location of foreign bank branch or agency if licensed in only one state.** A
15.27 branch or agency of a bank that is not organized under the law of the United States or a
15.28 state is located in the state in which the branch or agency is licensed, if all branches and
15.29 agencies of the bank are licensed in only one state.

15.30 (j) **Location of foreign air carrier.** A foreign air carrier under the Federal Aviation
15.31 Act of 1958, as amended, is located at the designated office of the agent upon which
15.32 service of process may be made on behalf of the carrier.

15.33 (k) **Section applies only to this part.** This section applies only for purposes of
15.34 this part.

16.1 Sec. 4. Minnesota Statutes 2010, section 336.9-311, is amended to read:

16.2 **336.9-311 PERFECTION OF SECURITY INTERESTS IN PROPERTY**
16.3 **SUBJECT TO CERTAIN STATUTES, REGULATIONS, AND TREATIES.**

16.4 (a) **Security interest subject to other law.** Except as otherwise provided in
16.5 subsection (d), the filing of a financing statement is not necessary or effective to perfect
16.6 a security interest in property subject to:

16.7 (1) a statute, regulation, or treaty of the United States whose requirements for a
16.8 security interest's obtaining priority over the rights of a lien creditor with respect to the
16.9 property preempt section 336.9-310(a);

16.10 (2) sections 86B.820 to 86B.920 and 168A.01 to 168A.31; or sections 336B.01 to
16.11 336B.03, 507.327, and 507.328; or

16.12 (3) a ~~certificate-of-title~~ statute of another jurisdiction which provides for a security
16.13 interest to be indicated on ~~the~~ a certificate of title as a condition or result of the security
16.14 interest's obtaining priority over the rights of a lien creditor with respect to the property.

16.15 (b) **Compliance with other law.** Compliance with the requirements of a statute,
16.16 regulation, or treaty described in subsection (a) for obtaining priority over the rights of a
16.17 lien creditor is equivalent to the filing of a financing statement under this article. Except as
16.18 otherwise provided in subsection (d) and sections 336.9-313 and 336.9-316(d) and (e) for
16.19 goods covered by a certificate of title, a security interest in property subject to a statute,
16.20 regulation, or treaty described in subsection (a) may be perfected only by compliance with
16.21 those requirements, and a security interest so perfected remains perfected notwithstanding
16.22 a change in the use or transfer of possession of the collateral.

16.23 (c) **Duration and renewal of perfection.** Except as otherwise provided in
16.24 subsection (d) and section 336.9-316(d) and (e), duration and renewal of perfection of a
16.25 security interest perfected by compliance with the requirements prescribed by a statute,
16.26 regulation, or treaty described in subsection (a) are governed by the statute, regulation, or
16.27 treaty. In other respects, the security interest is subject to this article.

16.28 (d) **Inapplicability to certain inventory.** During any period in which collateral
16.29 subject to a statute specified in subsection (a)(2) is inventory held for sale or lease by a
16.30 person or leased by that person as lessor and that person is in the business of selling
16.31 goods of that kind, this section does not apply to a security interest in that collateral
16.32 created by that person.

16.33 Sec. 5. Minnesota Statutes 2010, section 336.9-316, is amended to read:

16.34 **336.9-316 ~~CONTINUED PERFECTION OF SECURITY INTEREST~~**
16.35 **FOLLOWING EFFECT OF CHANGE IN GOVERNING LAW.**

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17.1 (a) **General rule: effect on perfection of change in governing law.** A security
17.2 interest perfected pursuant to the law of the jurisdiction designated in section 336.9-301(1)
17.3 or 336.9-305(c) remains perfected until the earliest of:

17.4 (1) the time perfection would have ceased under the law of that jurisdiction;

17.5 (2) the expiration of four months after a change of the debtor's location to another
17.6 jurisdiction; or

17.7 (3) the expiration of one year after a transfer of collateral to a person that thereby
17.8 becomes a debtor and is located in another jurisdiction.

17.9 (b) **Security interest perfected or unperfected under law of new jurisdiction.**

17.10 If a security interest described in subsection (a) becomes perfected under the law of the
17.11 other jurisdiction before the earliest time or event described in that subsection, it remains
17.12 perfected thereafter. If the security interest does not become perfected under the law of the
17.13 other jurisdiction before the earliest time or event, it becomes unperfected and is deemed
17.14 never to have been perfected as against a purchaser of the collateral for value.

17.15 (c) **Possessory security interest in collateral moved to new jurisdiction.** A
17.16 possessory security interest in collateral, other than goods covered by a certificate of title
17.17 and as-extracted collateral consisting of goods, remains continuously perfected if:

17.18 (1) the collateral is located in one jurisdiction and subject to a security interest
17.19 perfected under the law of that jurisdiction;

17.20 (2) thereafter the collateral is brought into another jurisdiction; and

17.21 (3) upon entry into the other jurisdiction, the security interest is perfected under
17.22 the law of the other jurisdiction.

17.23 (d) **Goods covered by certificate of title from this state.** Except as otherwise
17.24 provided in subsection (e), a security interest in goods covered by a certificate of title
17.25 which is perfected by any method under the law of another jurisdiction when the goods
17.26 become covered by a certificate of title from this state remains perfected until the security
17.27 interest would have become unperfected under the law of the other jurisdiction had the
17.28 goods not become so covered.

17.29 (e) **When subsection (d) security interest becomes unperfected against**

17.30 **purchasers.** A security interest described in subsection (d) becomes unperfected as
17.31 against a purchaser of the goods for value and is deemed never to have been perfected as
17.32 against a purchaser of the goods for value if the applicable requirements for perfection
17.33 under section 336.9-311(b) or 336.9-313 are not satisfied before the earlier of:

17.34 (1) the time the security interest would have become unperfected under the law of
17.35 the other jurisdiction had the goods not become covered by a certificate of title from
17.36 this state; or

18.1 (2) the expiration of four months after the goods had become so covered.

18.2 (f) **Change in jurisdiction of bank, issuer, nominated person, securities**

18.3 **intermediary, or commodity intermediary.** A security interest in deposit accounts, letter
18.4 of credit rights, or investment property which is perfected under the law of the bank's
18.5 jurisdiction, the issuer's jurisdiction, a nominated person's jurisdiction, the securities
18.6 intermediary's jurisdiction, or the commodity intermediary's jurisdiction, as applicable,
18.7 remains perfected until the earlier of:

18.8 (1) the time the security interest would have become unperfected under the law of
18.9 that jurisdiction; or

18.10 (2) the expiration of four months after a change of the applicable jurisdiction to
18.11 another jurisdiction.

18.12 (g) **Subsection (f) security interest perfected or unperfected under law of new**
18.13 **jurisdiction.** If a security interest described in subsection (f) becomes perfected under
18.14 the law of the other jurisdiction before the earlier of the time or the end of the period
18.15 described in that subsection, it remains perfected thereafter. If the security interest does
18.16 not become perfected under the law of the other jurisdiction before the earlier of that
18.17 time or the end of that period, it becomes unperfected and is deemed never to have been
18.18 perfected as against a purchaser of the collateral for value.

18.19 (h) **Effect on filed financing statement of change in governing law.** The following
18.20 rules apply to collateral to which a security interest attaches within four months after the
18.21 debtor changes its location to another jurisdiction:

18.22 (1) A financing statement filed before the change pursuant to the law of the
18.23 jurisdiction designated in section 336.9-301(1) or 336.9-305(c) is effective to perfect a
18.24 security interest in the collateral if the financing statement would have been effective to
18.25 perfect a security interest in the collateral had the debtor not changed its location.

18.26 (2) If a security interest perfected by a financing statement that is effective under
18.27 paragraph (1) becomes perfected under the law of the other jurisdiction before the earlier
18.28 of the time the financing statement would have become ineffective under the law of the
18.29 jurisdiction designated in section 336.9-301(1) or 336.9-305(c) or the expiration of
18.30 the four-month period, it remains perfected thereafter. If the security interest does not
18.31 become perfected under the law of the other jurisdiction before the earlier time or event, it
18.32 becomes unperfected and is deemed never to have been perfected as against a purchaser of
18.33 the collateral for value.

18.34 (i) **Effect of change in governing law on financing statement filed against**
18.35 **original debtor.** If a financing statement naming an original debtor is filed pursuant to the

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19.1 law of the jurisdiction designated in section 336.9-301(1) or 336.9-305(c) and the new
19.2 debtor is located in another jurisdiction, the following rules apply:

19.3 (1) The financing statement is effective to perfect a security interest in collateral
19.4 acquired by the new debtor before, and within four months after, the new debtor becomes
19.5 bound under section 336.9-203(d), if the financing statement would have been effective
19.6 to perfect a security interest in the collateral had the collateral been acquired by the
19.7 original debtor.

19.8 (2) A security interest perfected by the financing statement and which becomes
19.9 perfected under the law of the other jurisdiction before the earlier of the time the financing
19.10 statement would have become ineffective under the law of the jurisdiction designated in
19.11 section 336.9-301(1) or 336.9-305(c) or the expiration of the four-month period remains
19.12 perfected thereafter. A security interest that is perfected by the financing statement but
19.13 which does not become perfected under the law of the other jurisdiction before the earlier
19.14 time or event becomes unperfected and is deemed never to have been perfected as against
19.15 a purchaser of the collateral for value.

19.16 Sec. 6. Minnesota Statutes 2010, section 336.9-317, is amended to read:

19.17 **336.9-317 INTERESTS THAT TAKE PRIORITY OVER OR TAKE FREE OF**
19.18 **SECURITY INTEREST OR AGRICULTURAL LIEN.**

19.19 (a) **Conflicting security interests and rights of lien creditors.** A security interest
19.20 or agricultural lien is subordinate to the rights of:

19.21 (1) a person entitled to priority under section 336.9-322; and

19.22 (2) except as otherwise provided in subsection (e), a person that becomes a lien
19.23 creditor before the earlier of the time:

19.24 (A) the security interest or agricultural lien is perfected; or

19.25 (B) one of the conditions specified in section 336.9-203(b)(3) is met and a financing
19.26 statement covering the collateral is filed.

19.27 (b) **Buyers that receive delivery.** Except as otherwise provided in subsection (e), a
19.28 buyer, other than a secured party, of tangible chattel paper, tangible documents, goods,
19.29 instruments, or a ~~security certificate~~ certificated security takes free of a security interest or
19.30 agricultural lien if the buyer gives value and receives delivery of the collateral without
19.31 knowledge of the security interest or agricultural lien and before it is perfected.

19.32 (c) **Lessees that receive delivery.** Except as otherwise provided in subsection (e),
19.33 a lessee of goods takes free of a security interest or agricultural lien if the lessee gives
19.34 value and receives delivery of the collateral without knowledge of the security interest or
19.35 agricultural lien and before it is perfected.

20.1 (d) **Licensees and buyers of certain collateral.** A licensee of a general intangible
20.2 or a buyer, other than a secured party, of ~~accounts, electronic chattel paper, electronic~~
20.3 ~~documents, general intangibles, or investment property~~ collateral other than tangible
20.4 chattel paper, tangible documents, goods, instruments, or a certificated security takes
20.5 free of a security interest if the licensee or buyer gives value without knowledge of the
20.6 security interest and before it is perfected.

20.7 (e) **Purchase-money security interest.** Except as otherwise provided in sections
20.8 336.9-320 and 336.9-321, if a person files a financing statement with respect to a
20.9 purchase-money security interest before or within 20 days after the debtor receives
20.10 delivery of the collateral, the security interest takes priority over the rights of a buyer,
20.11 lessee, or lien creditor which arise between the time the security interest attaches and the
20.12 time of filing.

20.13 Sec. 7. Minnesota Statutes 2010, section 336.9-326, is amended to read:

20.14 **336.9-326 PRIORITY OF SECURITY INTERESTS CREATED BY NEW**
20.15 **DEBTOR.**

20.16 (a) **Subordination of security interest created by new debtor.** Subject to
20.17 subsection (b), a security interest that is created by a new debtor which is in collateral in
20.18 which the new debtor has or acquires rights and is perfected solely by a filed financing
20.19 statement that is effective solely under section 336.9-508 in collateral in which a new
20.20 debtor has or acquires rights would be ineffective to perfect the security interest but for the
20.21 application of section 336.9-316(i)(1) or 336.9-508 is subordinate to a security interest
20.22 in the same collateral which is perfected other than by such a filed financing statement
20.23 ~~that is effective solely under section 336.9-508.~~

20.24 (b) **Priority under other provisions; multiple original debtors.** The other
20.25 provisions of this part determine the priority among conflicting security interests in the
20.26 same collateral perfected by filed financing statements ~~that are effective solely under~~
20.27 ~~section 336.9-508~~ described in subsection (a). However, if the security agreements to
20.28 which a new debtor became bound as debtor were not entered into by the same original
20.29 debtor, the conflicting security interests rank according to priority in time of the new
20.30 debtor's having become bound.

20.31 Sec. 8. Minnesota Statutes 2010, section 336.9-406, is amended to read:

20.32 **336.9-406 DISCHARGE OF ACCOUNT DEBTOR; NOTIFICATION**
20.33 **OF ASSIGNMENT; IDENTIFICATION AND PROOF OF ASSIGNMENT;**

21.1 **RESTRICTIONS ON ASSIGNMENT OF ACCOUNTS, CHATTEL PAPER,**
21.2 **PAYMENT INTANGIBLES, AND PROMISSORY NOTES INEFFECTIVE.**

21.3 (a) **Discharge of account debtor; effect of notification.** Subject to subsections (b)
21.4 through (i), an account debtor on an account, chattel paper, or a payment intangible may
21.5 discharge its obligation by paying the assignor until, but not after, the account debtor
21.6 receives a notification, authenticated by the assignor or the assignee, that the amount due
21.7 or to become due has been assigned and that payment is to be made to the assignee. After
21.8 receipt of the notification, the account debtor may discharge its obligation by paying the
21.9 assignee and may not discharge the obligation by paying the assignor.

21.10 (b) **When notification ineffective.** Subject to subsection (h), notification is
21.11 ineffective under subsection (a):

21.12 (1) if it does not reasonably identify the rights assigned;

21.13 (2) to the extent that an agreement between an account debtor and a seller of a
21.14 payment intangible limits the account debtor's duty to pay a person other than the seller
21.15 and the limitation is effective under law other than this article; or

21.16 (3) at the option of an account debtor, if the notification notifies the account debtor
21.17 to make less than the full amount of any installment or other periodic payment to the
21.18 assignee, even if:

21.19 (A) only a portion of the account, chattel paper, or payment intangible has been
21.20 assigned to that assignee;

21.21 (B) a portion has been assigned to another assignee; or

21.22 (C) the account debtor knows that the assignment to that assignee is limited.

21.23 (c) **Proof of assignment.** Subject to subsection (h), if requested by the account
21.24 debtor, an assignee shall seasonably furnish reasonable proof that the assignment has been
21.25 made. Unless the assignee complies, the account debtor may discharge its obligation
21.26 by paying the assignor, even if the account debtor has received a notification under
21.27 subsection (a).

21.28 (d) **Term restricting assignment generally ineffective.** Except as otherwise
21.29 provided in subsection (e) and sections 336.2A-303 and 336.9-407, and subject to
21.30 subsection (h), a term in an agreement between an account debtor and an assignor or in a
21.31 promissory note is ineffective to the extent that it:

21.32 (1) prohibits, restricts, or requires the consent of the account debtor or person
21.33 obligated on the promissory note to the assignment or transfer of, or the creation,
21.34 attachment, perfection, or enforcement of a security interest in, the account, chattel paper,
21.35 payment intangible, or promissory note; or

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22.1 (2) provides that the assignment or transfer or the creation, attachment, perfection, or
22.2 enforcement of the security interest may give rise to a default, breach, right of recoupment,
22.3 claim, defense, termination, right of termination, or remedy under the account, chattel
22.4 paper, payment intangible, or promissory note.

22.5 (e) **Inapplicability of subsection (d) to certain sales.** Subsection (d) does not apply
22.6 to the sale of a payment intangible or promissory note, other than a sale pursuant to a
22.7 disposition under section 336.9-610 or an acceptance of collateral under section 336.9-620.

22.8 (f) **Legal restrictions on assignment generally ineffective.** Except as otherwise
22.9 provided in sections 336.2A-303 and 336.9-407, and subject to subsections (h) and (i),
22.10 a rule of law, statute, or regulation, that prohibits, restricts, or requires the consent of a
22.11 government, governmental body or official, or account debtor to the assignment or transfer
22.12 of, or creation of a security interest in, an account or chattel paper is ineffective to the
22.13 extent that the rule of law, statute, or regulation:

22.14 (1) prohibits, restricts, or requires the consent of the government, governmental body
22.15 or official, or account debtor to the assignment or transfer of, or the creation, attachment,
22.16 perfection, or enforcement of a security interest in, the account or chattel paper; or

22.17 (2) provides that the assignment or transfer or the creation, attachment, perfection, or
22.18 enforcement of the security interest may give rise to a default, breach, right of recoupment,
22.19 claim, defense, termination, right of termination, or remedy under the account or chattel
22.20 paper.

22.21 (g) **Subsection (b)(3) not waivable.** Subject to subsection (h), an account debtor
22.22 may not waive or vary its option under subsection (b)(3).

22.23 (h) **Rule for individual under other law.** This section is subject to law other than
22.24 this article which establishes a different rule for an account debtor who is an individual
22.25 and who incurred the obligation primarily for personal, family, or household purposes.

22.26 (i) **Inapplicability to health-care-insurance receivable.** This section does not
22.27 apply to an assignment of a health-care-insurance receivable.

22.28 Sec. 9. Minnesota Statutes 2010, section 336.9-408, is amended to read:

22.29 **336.9-408 RESTRICTIONS ON ASSIGNMENT OF PROMISSORY NOTES,**
22.30 **HEALTH-CARE-INSURANCE RECEIVABLES, AND CERTAIN GENERAL**
22.31 **INTANGIBLES INEFFECTIVE.**

22.32 (a) **Term restricting assignment generally ineffective.** Except as otherwise
22.33 provided in subsection (b), a term in a promissory note or in an agreement between an
22.34 account debtor and a debtor which relates to a health-care-insurance receivable or a
22.35 general intangible, including a contract, permit, license, or franchise, and which term

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23.1 prohibits, restricts, or requires the consent of the person obligated on the promissory
23.2 note or the account debtor to, the assignment or transfer of, or creation, attachment, or
23.3 perfection of a security interest in, the promissory note, health-care-insurance receivable,
23.4 or general intangible, is ineffective to the extent that the term:

23.5 (1) would impair the creation, attachment, or perfection of a security interest; or

23.6 (2) provides that the assignment or transfer or the creation, attachment, or perfection
23.7 of the security interest may give rise to a default, breach, right of recoupment, claim,
23.8 defense, termination, right of termination, or remedy under the promissory note,
23.9 health-care-insurance receivable, or general intangible.

23.10 **(b) Applicability of subsection (a) to sales of certain rights to payment.**

23.11 Subsection (a) applies to a security interest in a payment intangible or promissory note
23.12 only if the security interest arises out of a sale of the payment intangible or promissory
23.13 note, other than a sale pursuant to a disposition under section 336.9-610 or an acceptance
23.14 of collateral under section 336.9-620.

23.15 **(c) Legal restrictions on assignment generally ineffective.** A rule of law,
23.16 statute, or regulation, that prohibits, restricts, or requires the consent of a government,
23.17 governmental body or official, person obligated on a promissory note, or account debtor
23.18 to the assignment or transfer of, or creation of a security interest in, a promissory note,
23.19 health-care-insurance receivable, or general intangible, including a contract, permit,
23.20 license, or franchise between an account debtor and a debtor, is ineffective to the extent
23.21 that the rule of law, statute, or regulation:

23.22 (1) would impair the creation, attachment, or perfection of a security interest; or

23.23 (2) provides that the assignment or transfer or the creation, attachment, or perfection
23.24 of the security interest may give rise to a default, breach, right of recoupment, claim,
23.25 defense, termination, right of termination, or remedy under the promissory note,
23.26 health-care-insurance receivable, or general intangible.

23.27 **(d) Limitation on ineffectiveness under subsections (a) and (c).** To the extent
23.28 that a term in a promissory note or in an agreement between an account debtor and a
23.29 debtor which relates to a health-care-insurance receivable or general intangible or a rule of
23.30 law, statute, or regulation described in subsection (c) would be effective under law other
23.31 than this article but is ineffective under subsection (a) or (c), the creation, attachment, or
23.32 perfection of a security interest in the promissory note, health-care-insurance receivable,
23.33 or general intangible:

23.34 (1) is not enforceable against the person obligated on the promissory note or the
23.35 account debtor;

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24.1 (2) does not impose a duty or obligation on the person obligated on the promissory
24.2 note or the account debtor;

24.3 (3) does not require the person obligated on the promissory note or the account
24.4 debtor to recognize the security interest, pay or render performance to the secured party, or
24.5 accept payment or performance from the secured party;

24.6 (4) does not entitle the secured party to use or assign the debtor's rights under the
24.7 promissory note, health-care-insurance receivable, or general intangible, including any
24.8 related information or materials furnished to the debtor in the transaction giving rise to the
24.9 promissory note, health-care-insurance receivable, or general intangible;

24.10 (5) does not entitle the secured party to use, assign, possess, or have access to any
24.11 trade secrets or confidential information of the person obligated on the promissory note or
24.12 the account debtor; and

24.13 (6) does not entitle the secured party to enforce the security interest in the promissory
24.14 note, health-care-insurance receivable, or general intangible.

24.15 Sec. 10. Minnesota Statutes 2010, section 336.9-502, is amended to read:

24.16 **336.9-502 CONTENTS OF FINANCING STATEMENT; RECORD OF**
24.17 **MORTGAGE AS FINANCING STATEMENT; TIME OF FILING FINANCING**
24.18 **STATEMENT.**

24.19 (a) **Sufficiency of financing statement.** Subject to subsection (b), a financing
24.20 statement is sufficient only if it:

24.21 (1) provides the name of the debtor;

24.22 (2) provides the name of the secured party or a representative of the secured party;

24.23 and

24.24 (3) indicates the collateral covered by the financing statement.

24.25 (b) **Real property-related financing statements.** Except as otherwise provided
24.26 in section 336.9-501(b), to be sufficient, a financing statement that covers as-extracted
24.27 collateral or timber to be cut, or which is filed as a fixture filing and covers goods that are
24.28 or are to become fixtures, must satisfy subsection (a) and also:

24.29 (1) indicate that it covers this type of collateral;

24.30 (2) indicate that it is to be filed for record in the real property records;

24.31 (3) provide a description of the real property to which the collateral is related
24.32 sufficient to give constructive notice of a mortgage under the law of this state if the
24.33 description were contained in a record of the mortgage of the real property; and

24.34 (4) if the debtor does not have an interest of record in the real property, provide the
24.35 name of a record owner.

25.1 (c) **Record of mortgage as financing statement.** A record of a mortgage is
25.2 effective, from the date of recording, as a financing statement filed as a fixture filing or as
25.3 a financing statement covering as-extracted collateral or timber to be cut only if:

25.4 (1) the record indicates the goods or accounts that it covers;

25.5 (2) the goods are or are to become fixtures related to the real property described in
25.6 the record or the collateral is related to the real property described in the record and is
25.7 as-extracted collateral or timber to be cut;

25.8 (3) the record satisfies the requirements for a financing statement in this section
25.9 ~~other than an indication, but:~~

25.10 (A) the record need not indicate that it is to be filed in the real property records; and

25.11 (B) the record sufficiently provides the name of a debtor who is an individual if it
25.12 provides the individual name of the debtor or the surname and first personal name of the
25.13 debtor, even if the debtor is an individual to whom section 336.9-503(a)(4) applies; and

25.14 (4) the record is recorded in the office of the county recorder or registrar of titles in
25.15 the county where the real property is located.

25.16 (d) **Filing before security agreement or attachment.** A financing statement may
25.17 be filed before a security agreement is made or a security interest otherwise attaches.

25.18 Sec. 11. Minnesota Statutes 2010, section 336.9-503, is amended to read:

25.19 **336.9-503 NAME OF DEBTOR AND SECURED PARTY.**

25.20 (a) **Sufficiency of debtor's name.** A financing statement sufficiently provides the
25.21 name of the debtor:

25.22 (1) except as otherwise provided in paragraph (3), if the debtor is a registered
25.23 organization or the collateral is held in a trust that is a registered organization, only if the
25.24 financing statement provides the name of the debtor indicated that is stated to be the
25.25 registered organization's name on the public organic record of most recently filed with
25.26 or issued or enacted by the debtor's registered organization's jurisdiction of organization
25.27 which shows the debtor to have been organized purports to state, amend, or restate the
25.28 registered organization's name;

25.29 (2) subject to subsection (f), if the debtor is a decedent's estate collateral is being
25.30 administered by the personal representative of a decedent, only if the financing statement
25.31 provides, as the name of the debtor, the name of the decedent and, in a separate part of the
25.32 financing statement, indicates that the debtor is an estate collateral is being administered
25.33 by a personal representative;

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26.1 (3) if the ~~debtor is a trust or a trustee acting with respect to property held in~~
26.2 ~~trust, only if the financing statement~~ collateral is held in a trust that is not a registered
26.3 organization, only if the financing statement:

26.4 ~~(A) provides the name specified for the trust in its organic documents or, if no name~~
26.5 ~~is specified, provides the name of the settlor and additional information sufficient to~~
26.6 ~~distinguish the debtor from other trusts having one or more of the same settlors; and~~

26.7 ~~(B) indicates, in the debtor's name or otherwise, that the debtor is a trust or is a~~
26.8 ~~trustee acting with respect to property held in trust; and~~

26.9 (A) provides, as the name of the debtor:

26.10 (i) if the organic record of the trust specifies a name for the trust, the name specified;
26.11 or

26.12 (ii) if the organic record of the trust does not specify a name for the trust, the name
26.13 of the settlor or testator; and

26.14 (B) in a separate part of the financing statement:

26.15 (i) if the name is provided in accordance with subparagraph (A)(i), indicates that
26.16 the collateral is held in a trust; or

26.17 (ii) if the name is provided in accordance with subparagraph (A)(ii), provides
26.18 additional information sufficient to distinguish the trust from other trusts having one or
26.19 more of the same settlors or the same testator and indicates that the collateral is held in a
26.20 trust, unless the additional information so indicates;

26.21 (4) subject to subsection (g), if the debtor is an individual to whom this state has
26.22 issued a driver's license or state identification card that has not expired, only if the
26.23 financing statement provides the name of the individual which is indicated on the driver's
26.24 license or state identification card;

26.25 (5) if the debtor is an individual to whom paragraph (4) does not apply, only if the
26.26 financing statement provides the individual name of the debtor or the surname and first
26.27 personal name of the debtor; and

26.28 ~~(4)~~ (6) in other cases:

26.29 (A) if the debtor has a name, only if ~~it~~ the financing statement provides the ~~individual~~
26.30 ~~or~~ organizational name of the debtor; and

26.31 (B) if the debtor does not have a name, only if it provides the names of the partners,
26.32 members, associates, or other persons comprising the debtor, in a manner that each name
26.33 provided would be sufficient if the person named were the debtor.

26.34 (b) **Additional debtor-related information.** A financing statement that provides
26.35 the name of the debtor in accordance with subsection (a) is not rendered ineffective by
26.36 the absence of:

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27.1 (1) a trade name or other name of the debtor; or

27.2 (2) unless required under subsection ~~(a)(4)(B)~~ (a)(6)(B), names of partners,
27.3 members, associates, or other persons comprising the debtor.

27.4 (c) **Debtor's trade name insufficient.** A financing statement that provides only the
27.5 debtor's trade name does not sufficiently provide the name of the debtor.

27.6 (d) **Representative capacity.** Failure to indicate the representative capacity of a
27.7 secured party or representative of a secured party does not affect the sufficiency of a
27.8 financing statement.

27.9 (e) **Multiple debtors and secured parties.** A financing statement may provide the
27.10 name of more than one debtor and the name of more than one secured party.

27.11 (f) **Name of decedent.** The name of the decedent indicated on the order appointing
27.12 the personal representative of the decedent issued by the court having jurisdiction over the
27.13 collateral is sufficient as the "name of the decedent" under subsection (a)(2).

27.14 (g) **Multiple driver's licenses or state identification cards.** If this state has
27.15 issued to an individual more than one driver's license or state identification card of a
27.16 kind described in subsection (a)(4), the one that was issued most recently is the one to
27.17 which subsection (a)(4) refers.

27.18 (h) **Definition.** In this section, the "name of the settlor or testator" means:

27.19 (1) if the settlor is a registered organization, the name that is stated to be the settlor's
27.20 name on the public organic record most recently filed with or issued or enacted by the
27.21 settlor's jurisdiction of organization which purports to state, amend, or restate the settlor's
27.22 name; or

27.23 (2) in other cases, the name of the settlor or testator indicated in the trust's organic
27.24 record.

27.25 Sec. 12. Minnesota Statutes 2010, section 336.9-507, is amended to read:

27.26 **336.9-507 EFFECT OF CERTAIN EVENTS ON EFFECTIVENESS OF**
27.27 **FINANCING STATEMENT.**

27.28 (a) **Disposition.** A filed financing statement remains effective with respect to
27.29 collateral that is sold, exchanged, leased, licensed, or otherwise disposed of and in which a
27.30 security interest or agricultural lien continues, even if the secured party knows of or
27.31 consents to the disposition.

27.32 (b) **Information becoming seriously misleading.** Except as otherwise provided in
27.33 subsection (c) and section 336.9-508, a financing statement is not rendered ineffective if,
27.34 after the financing statement is filed, the information provided in the financing statement
27.35 becomes seriously misleading under section 336.9-506.

28.1 (c) **Change in debtor's name.** If ~~a debtor so changes its~~ the name that a filed
28.2 financing statement provides for a debtor becomes insufficient as the name of the debtor
28.3 under section 336.9-503(a) so that the financing statement becomes seriously misleading
28.4 under section 336.9-506:

28.5 (1) the financing statement is effective to perfect a security interest in collateral
28.6 acquired by the debtor before, or within four months after, the ~~change~~ filed financing
28.7 statement becomes seriously misleading; and

28.8 (2) the financing statement is not effective to perfect a security interest in collateral
28.9 acquired by the debtor more than four months after the ~~change~~ filed financing statement
28.10 becomes seriously misleading, unless an amendment to the financing statement which
28.11 renders the financing statement not seriously misleading is filed within four months after
28.12 the ~~change~~ financing statement became seriously misleading.

28.13 Sec. 13. Minnesota Statutes 2010, section 336.9-515, is amended to read:

28.14 **336.9-515 DURATION AND EFFECTIVENESS OF FINANCING**
28.15 **STATEMENT; EFFECT OF LAPSED FINANCING STATEMENT.**

28.16 (a) **Five-year effectiveness.** Except as otherwise provided in subsections (b), (e),
28.17 (f), and (g), a filed financing statement is effective for a period of five years after the
28.18 date of filing.

28.19 (b) **Public finance or manufactured home transaction.** Except as otherwise
28.20 provided in subsections (e), (f), and (g), an initial financing statement filed in connection
28.21 with a public finance transaction or manufactured home transaction is effective for a
28.22 period of 30 years after the date of filing if it indicates that it is filed in connection with a
28.23 public finance transaction or manufactured home transaction.

28.24 (c) **Lapse and continuation of financing statement.** The effectiveness of a filed
28.25 financing statement lapses on the expiration of the period of its effectiveness unless
28.26 before the lapse a continuation statement is filed pursuant to subsection (d). Upon lapse,
28.27 a financing statement ceases to be effective and any security interest or agricultural lien
28.28 that was perfected by the financing statement becomes unperfected, unless the security
28.29 interest is perfected otherwise. If the security interest or agricultural lien becomes
28.30 unperfected upon lapse, it is deemed never to have been perfected as against a purchaser
28.31 of the collateral for value.

28.32 (d) **When continuation statement may be filed.** A continuation statement may
28.33 be filed only within six months before the expiration of the five-year period specified in
28.34 subsection (a) or the 30-year period specified in subsection (b), whichever is applicable.

29.1 (e) **Effect of filing continuation statement.** Except as otherwise provided in section
29.2 336.9-510, upon timely filing of a continuation statement, the effectiveness of the initial
29.3 financing statement continues for a period of five years commencing on the day on which
29.4 the financing statement would have become ineffective in the absence of the filing. Upon
29.5 the expiration of the five-year period, the financing statement lapses in the same manner as
29.6 provided in subsection (c), unless, before the lapse, another continuation statement is filed
29.7 pursuant to subsection (d). Succeeding continuation statements may be filed in the same
29.8 manner to continue the effectiveness of the initial financing statement.

29.9 (f) **Transmitting utility financing statement.** If a debtor is a transmitting utility
29.10 and a filed initial financing statement so indicates, the financing statement is effective until
29.11 a termination statement is filed.

29.12 (g) **Record of mortgage as financing statement.** A record of a mortgage that
29.13 is effective as a financing statement filed as a fixture filing under section 336.9-502(c)
29.14 remains effective as a financing statement filed as a fixture filing until the mortgage
29.15 is released or satisfied of record or its effectiveness otherwise terminates as to the real
29.16 property.

29.17 Sec. 14. Minnesota Statutes 2010, section 336.9-516, is amended to read:

29.18 **336.9-516 WHAT CONSTITUTES FILING; EFFECTIVENESS OF FILING.**

29.19 (a) **What constitutes filing.** Except as otherwise provided in subsection (b),
29.20 communication of a record to a filing office and tender of the filing fee or acceptance of
29.21 the record by the filing office constitutes filing.

29.22 (b) **Refusal to accept record; filing does not occur.** Filing does not occur with
29.23 respect to a record that a filing office refuses to accept because:

29.24 (1) the record is not communicated by a method or medium of communication
29.25 authorized by the filing office. For purposes of filing office authorization, transmission of
29.26 records using the Extensible Markup Language (XML) format is authorized by the filing
29.27 office after the later of July 1, 2007, or the determination of the secretary of state that the
29.28 central filing system is capable of receiving and processing these records;

29.29 (2) an amount equal to or greater than the applicable filing fee is not tendered;

29.30 (3) the filing office is unable to index the record because:

29.31 (A) in the case of an initial financing statement, the record does not provide a name
29.32 for the debtor;

29.33 (B) in the case of an amendment or ~~correction~~ information statement, the record:

29.34 (i) does not identify the initial financing statement as required by section 336.9-512
29.35 or 336.9-518, as applicable; or

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30.1 (ii) identifies an initial financing statement whose effectiveness has lapsed under
30.2 section 336.9-515;

30.3 (C) in the case of an initial financing statement that provides the name of a debtor
30.4 identified as an individual or an amendment that provides a name of a debtor identified as
30.5 an individual which was not previously provided in the financing statement to which the
30.6 record relates, the record does not identify the debtor's ~~last name~~ surname; or

30.7 (D) in the case of a record filed or recorded in the filing office described in section
30.8 336.9-501(a)(1), the record does not provide a sufficient description of the real property
30.9 to which it relates;

30.10 (4) in the case of an initial financing statement or an amendment that adds a secured
30.11 party of record, the record does not provide a name and mailing address for the secured
30.12 party of record;

30.13 (5) in the case of an initial financing statement or an amendment that provides a
30.14 name of a debtor which was not previously provided in the financing statement to which
30.15 the amendment relates, the record does not:

30.16 (A) provide a mailing address for the debtor; or

30.17 (B) indicate whether the name provided as the name of the debtor is the name of an
30.18 individual or an organization; ~~or~~

30.19 ~~(C) if the financing statement indicates that the debtor is an organization, provide:~~

30.20 ~~(i) a type of organization for the debtor;~~

30.21 ~~(ii) a jurisdiction of organization for the debtor; or~~

30.22 ~~(iii) an organizational identification number for the debtor or indicate that the debtor~~
30.23 ~~has none;~~

30.24 (6) in the case of an assignment reflected in an initial financing statement under
30.25 section 336.9-514(a) or an amendment filed under section 336.9-514(b), the record does
30.26 not provide a name and mailing address for the assignee; or

30.27 (7) in the case of a continuation statement, the record is not filed within the
30.28 six-month period prescribed by section 336.9-515(d).

30.29 (c) **Rules applicable to subsection (b).** For purposes of subsection (b):

30.30 (1) a record does not provide information if the filing office is unable to read or
30.31 decipher the information; and

30.32 (2) a record that does not indicate that it is an amendment or identify an initial
30.33 financing statement to which it relates, as required by section 336.9-512, 336.9-514, or
30.34 336.9-518, is an initial financing statement.

30.35 (d) **Refusal to accept record; record effective as filed record.** A record that is
30.36 communicated to the filing office with tender of the filing fee, but which the filing office

31.1 refuses to accept for a reason other than one set forth in subsection (b), is effective as a
31.2 filed record except as against a purchaser of the collateral which gives value in reasonable
31.3 reliance upon the absence of the record from the files.

31.4 Sec. 15. Minnesota Statutes 2010, section 336.9-518, is amended to read:

31.5 **336.9-518 CLAIM CONCERNING INACCURATE OR WRONGFULLY**
31.6 **FILED RECORD.**

31.7 **(a) ~~Correction~~ Statement with respect to record indexed under person's name.**

31.8 A person may file in the filing office a ~~correction~~ an information statement with respect to
31.9 a record indexed there under the person's name if the person believes that the record is
31.10 inaccurate or was wrongfully filed.

31.11 **(b) ~~Sufficiency~~ Contents of correction statement under subsection (a). ~~A~~**

31.12 ~~correction~~ An information statement under subsection (a) must:

31.13 (1) identify the record to which it relates by the file number assigned to the initial
31.14 financing statement to which the record relates;

31.15 (2) indicate that it is a ~~correction~~ an information statement; and

31.16 (3) provide the basis for the person's belief that the record is inaccurate and indicate
31.17 the manner in which the person believes the record should be amended to cure any
31.18 inaccuracy or provide the basis for the person's belief that the record was wrongfully filed.

31.19 **(c) Statement by secured party of record.** A person may file in the filing office an
31.20 information statement with respect to a record filed there if the person is a secured party of
31.21 record with respect to the financing statement to which the record relates and believes that
31.22 the person that filed the record was not entitled to do so under section 336.9-509(d).

31.23 **(d) Contents of statement under subsection (c).** An information statement under
31.24 subsection (c) must:

31.25 (1) identify the record to which it relates by the file number assigned to the initial
31.26 financing statement to which the record relates;

31.27 (2) indicate that it is an information statement; and

31.28 (3) provide the basis for the person's belief that the person that filed the record was
31.29 not entitled to do so under section 336.9-509(d).

31.30 **(~~e~~) (e) Record not affected by correction information statement.** The filing of a
31.31 ~~correction~~ an information statement does not affect the effectiveness of an initial financing
31.32 statement or other filed record.

31.33 **PART 8**

31.34 **TRANSITION PROVISIONS FOR 2010 AMENDMENTS**

32.1 Sec. 16. **[336.9-801] EFFECTIVE DATE.**

32.2 This act takes effect on July 1, 2013.

32.3 Sec. 17. **[336.9-802] SAVINGS CLAUSE.**

32.4 **(a) Pre-effective date transactions or liens.** Except as otherwise provided in this
32.5 section, this act applies to a transaction or lien within its scope, even if the transaction or
32.6 lien was entered into or created before this act takes effect.

32.7 **(b) Pre-effective date proceedings.** This act does not affect an action, case, or
32.8 proceeding commenced before this act takes effect.

32.9 Sec. 18. **[336.9-803] SECURITY INTEREST PERFECTED BEFORE**
32.10 **EFFECTIVE DATE.**

32.11 **(a) Continuing perfection: perfection requirements satisfied.** A security interest
32.12 that is a perfected security interest immediately before this act takes effect is a perfected
32.13 security interest under article 9 as amended by this act if, when this act takes effect, the
32.14 applicable requirements for attachment and perfection under article 9 as amended by
32.15 this act are satisfied without further action.

32.16 **(b) Continuing perfection: perfection requirements not satisfied.** Except as
32.17 otherwise provided in section 336.9-805, if, immediately before this act takes effect,
32.18 a security interest is a perfected security interest, but the applicable requirements for
32.19 perfection under article 9 as amended by this act are not satisfied when this act takes
32.20 effect, the security interest remains perfected thereafter only if the applicable requirements
32.21 for perfection under article 9 as amended by this act are satisfied within one year after
32.22 this act takes effect.

32.23 Sec. 19. **[336.9-804] SECURITY INTEREST UNPERFECTED BEFORE**
32.24 **EFFECTIVE DATE.**

32.25 A security interest that is an unperfected security interest immediately before this act
32.26 takes effect becomes a perfected security interest:

32.27 (1) without further action, when this act takes effect if the applicable requirements
32.28 for perfection under article 9 as amended by this act are satisfied before or at that time; or

32.29 (2) when the applicable requirements for perfection are satisfied if the requirements
32.30 are satisfied after that time.

32.31 Sec. 20. **[336.9-805] EFFECTIVENESS OF ACTION TAKEN BEFORE**
32.32 **EFFECTIVE DATE.**

33.1 (a) **Pre-effective date filing effective.** The filing of a financing statement before
33.2 this act takes effect is effective to perfect a security interest to the extent the filing would
33.3 satisfy the applicable requirements for perfection under article 9 as amended by this act.

33.4 (b) **When pre-effective date filing becomes ineffective.** This act does not render
33.5 ineffective an effective financing statement that, before this act takes effect, is filed and
33.6 satisfies the applicable requirements for perfection under the law of the jurisdiction
33.7 governing perfection as provided in article 9 as it existed before amendment. However,
33.8 except as otherwise provided in subsections (c) and (d) and section 336.9-806, the
33.9 financing statement ceases to be effective:

33.10 (1) if the financing statement is filed in this state, at the time the financing statement
33.11 would have ceased to be effective had this act not taken effect; or

33.12 (2) if the financing statement is filed in another jurisdiction, at the earlier of:

33.13 (A) the time the financing statement would have ceased to be effective under the
33.14 law of that jurisdiction; or

33.15 (B) June 30, 2018.

33.16 (c) **Continuation statement.** The filing of a continuation statement after this act
33.17 takes effect does not continue the effectiveness of a financing statement filed before this
33.18 act takes effect. However, upon the timely filing of a continuation statement after this act
33.19 takes effect and in accordance with the law of the jurisdiction governing perfection as
33.20 provided in article 9 as amended by this act, the effectiveness of a financing statement
33.21 filed in the same office in that jurisdiction before this act takes effect continues for the
33.22 period provided by the law of that jurisdiction.

33.23 (d) **Application of subsection (b)(2)(B) to transmitting utility financing**
33.24 **statement.** Subsection (b)(2)(B) applies to a financing statement that, before this act takes
33.25 effect, is filed against a transmitting utility and satisfies the applicable requirements for
33.26 perfection under the law of the jurisdiction governing perfection as provided in article 9
33.27 as it existed before amendment, only to the extent that article 9 as amended by this act
33.28 provides that the law of a jurisdiction other than the jurisdiction in which the financing
33.29 statement is filed governs perfection of a security interest in collateral covered by the
33.30 financing statement.

33.31 (e) **Application of Part 5.** A financing statement that includes a financing statement
33.32 filed before this act takes effect and a continuation statement filed after this act takes effect
33.33 is effective only to the extent that it satisfies the requirements of part 5 as amended by this
33.34 act for an initial financing statement. A financing statement that indicates that the debtor
33.35 is a decedent's estate indicates that the collateral is being administered by a personal
33.36 representative within the meaning of section 336.9-503(a)(2) as amended by this act.

34.1 A financing statement that indicates that the debtor is a trust or is a trustee acting with
34.2 respect to property held in trust indicates that the collateral is held in a trust within the
34.3 meaning of section 336.9-503(a)(3) as amended by this act.

34.4 Sec. 21. **[336.9-806] WHEN INITIAL FINANCING STATEMENT SUFFICES**
34.5 **TO CONTINUE EFFECTIVENESS OF FINANCING STATEMENT.**

34.6 **(a) Initial financing statement in lieu of continuation statement.** The filing of
34.7 an initial financing statement in the office specified in section 336.9-501 continues the
34.8 effectiveness of a financing statement filed before this act takes effect if:

34.9 (1) the filing of an initial financing statement in that office would be effective to
34.10 perfect a security interest under article 9 as amended by this act;

34.11 (2) the pre-effective date financing statement was filed in an office in another
34.12 state; and

34.13 (3) the initial financing statement satisfies subsection (c).

34.14 **(b) Period of continued effectiveness.** The filing of an initial financing statement
34.15 under subsection (a) continues the effectiveness of the pre-effective date financing
34.16 statement:

34.17 (1) if the initial financing statement is filed before this act takes effect, for the
34.18 period provided in unamended section 336.9-515 with respect to an initial financing
34.19 statement; and

34.20 (2) if the initial financing statement is filed after this act takes effect, for the period
34.21 provided in section 336.9-515 as amended by this act with respect to an initial financing
34.22 statement.

34.23 **(c) Requirements for initial financing statement under subsection (a).** To be
34.24 effective for purposes of subsection (a), an initial financing statement must:

34.25 (1) satisfy the requirements of part 5 as amended by this act for an initial financing
34.26 statement;

34.27 (2) identify the pre-effective date financing statement by indicating the office in
34.28 which the financing statement was filed and providing the dates of filing and file numbers,
34.29 if any, of the financing statement and of the most recent continuation statement filed
34.30 with respect to the financing statement; and

34.31 (3) indicate that the pre-effective date financing statement remains effective.

34.32 Sec. 22. **[336.9-807] AMENDMENT OF PRE-EFFECTIVE DATE FINANCING**
34.33 **STATEMENT.**

35.1 (a) Pre-effective date financing statement. In this section, "pre-effective date
35.2 financing statement" means a financing statement filed before this act takes effect.

35.3 (b) Applicable law. After this act takes effect, a person may add or delete collateral
35.4 covered by, continue or terminate the effectiveness of, or otherwise amend the information
35.5 provided in, a pre-effective date financing statement only in accordance with the law of the
35.6 jurisdiction governing perfection as provided in article 9 as amended by this act. However,
35.7 the effectiveness of a pre-effective date financing statement also may be terminated in
35.8 accordance with the law of the jurisdiction in which the financing statement is filed.

35.9 (c) Method of amending: general rule. Except as otherwise provided in subsection
35.10 (d), if the law of this state governs perfection of a security interest, the information in a
35.11 pre-effective date financing statement may be amended after this act takes effect only if:

35.12 (1) the pre-effective date financing statement and an amendment are filed in the
35.13 office specified in section 336.9-501;

35.14 (2) an amendment is filed in the office specified in section 336.9-501 concurrently
35.15 with, or after the filing in that office of, an initial financing statement that satisfies section
35.16 336.9-806(c); or

35.17 (3) an initial financing statement that provides the information as amended and
35.18 satisfies section 336.9-806(c) is filed in the office specified in section 336.9-501.

35.19 (d) Method of amending: continuation. If the law of this state governs perfection
35.20 of a security interest, the effectiveness of a pre-effective date financing statement may be
35.21 continued only under section 336.9-805(c) and (e), or 336.9-806.

35.22 (e) Method of amending: additional termination rule. Whether or not the law of
35.23 this state governs perfection of a security interest, the effectiveness of a pre-effective date
35.24 financing statement filed in this state may be terminated after this act takes effect by filing
35.25 a termination statement in the office in which the pre-effective date financing statement is
35.26 filed, unless an initial financing statement that satisfies section 336.9-806(c) has been filed
35.27 in the office specified by the law of the jurisdiction governing perfection as provided in
35.28 article 9 as amended by this act as the office in which to file a financing statement.

35.29 **Sec. 23. [336.9-808] PERSON ENTITLED TO FILE INITIAL FINANCING**
35.30 **STATEMENT OR CONTINUATION STATEMENT.**

35.31 A person may file an initial financing statement or a continuation statement under
35.32 this part if:

35.33 (1) the secured party of record authorizes the filing; and

35.34 (2) the filing is necessary under this part:

36.1 (A) to continue the effectiveness of a financing statement filed before this act takes
36.2 effect; or
36.3 (B) to perfect or continue the perfection of a security interest.

36.4 Sec. 24. **[336.9-809] PRIORITY.**

36.5 This act determines the priority of conflicting claims to collateral. However, if the
36.6 relative priorities of the claims were established before this act takes effect, article 9 as it
36.7 existed before amendment determines priority.

36.8 ARTICLE 2

36.9 CONFORMING CHANGES

36.10 Section 1. Minnesota Statutes 2010, section 86B.820, subdivision 10, is amended to
36.11 read:

36.12 Subd. 10. **Secured party.** "Secured party" means a secured party as defined in
36.13 section 336.9-102(a)~~(72)~~(73), having a security interest in a watercraft and includes a
36.14 lienholder.

36.15 Sec. 2. Minnesota Statutes 2010, section 86B.820, subdivision 11, is amended to read:

36.16 Subd. 11. **Security agreement.** "Security agreement" has the meaning given it
36.17 in section 336.9-102(a)~~(73)~~(74).

36.18 Sec. 3. Minnesota Statutes 2010, section 168A.01, subdivision 18, is amended to read:

36.19 Subd. 18. **Secured party.** "Secured party" means a secured party as defined in
36.20 section 336.9-102(a)~~(72)~~(73) having a security interest in a vehicle.

36.21 Sec. 4. Minnesota Statutes 2010, section 168A.01, subdivision 19, is amended to read:

36.22 Subd. 19. **Security agreement.** "Security agreement" means a security agreement
36.23 as defined in section 336.9-102(a)~~(73)~~(74).

36.24 Sec. 5. Minnesota Statutes 2010, section 336.2A-103, is amended to read:

36.25 **336.2A-103 DEFINITIONS AND INDEX OF DEFINITIONS.**

36.26 (1) In this article unless the context otherwise requires:

36.27 (a) "Buyer in ordinary course of business" means a person who in good faith and
36.28 without knowledge that the sale is in violation of the ownership rights or security interest
36.29 or leasehold interest of a third party in the goods, buys in ordinary course from a person in

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37.1 the business of selling goods of that kind but does not include a pawnbroker. "Buying"
37.2 may be for cash or by exchange of other property or on secured or unsecured credit and
37.3 includes acquiring goods or documents of title under a preexisting contract for sale but
37.4 does not include a transfer in bulk or as security for or in total or partial satisfaction of
37.5 a money debt.

37.6 (b) "Cancellation" occurs when either party puts an end to the lease contract for
37.7 default by the other party.

37.8 (c) "Commercial unit" means a unit of goods that by commercial usage is a single
37.9 whole for purposes of lease and division of which materially impairs its character or value
37.10 on the market or in use. A commercial unit may be a single article, as a machine, or a set
37.11 of articles, as a suite of furniture or a line of machinery, or a quantity, as a gross or carload,
37.12 or any other unit treated in use or in the relevant market as a single whole.

37.13 (d) "Conforming" goods or performance under a lease contract means goods or
37.14 performance that are in accordance with the obligations under the lease contract.

37.15 (e) "Consumer lease" means a lease that a lessor regularly engaged in the business
37.16 of leasing or selling makes to a lessee who is an individual and who takes under the
37.17 lease primarily for a personal, family, or household purpose, if the total payments to be
37.18 made under the lease contract, excluding payments for options to renew or buy, do not
37.19 exceed \$25,000.

37.20 (f) "Fault" means wrongful act, omission, breach, or default.

37.21 (g) "Finance lease" means a lease in which

37.22 (1) the lessor does not select, manufacture, or supply the goods,

37.23 (2) the lessor acquires the goods or the right to possession and use of the goods
37.24 in connection with the lease, and

37.25 (3) either

37.26 (i) the lessee receives a copy of the contract evidencing the lessor's purchase of the
37.27 goods or a disclaimer statement on or before signing the lease contract, or

37.28 (ii) the lessee's approval of the contract evidencing the lessor's purchase of the goods
37.29 or a disclaimer statement is a condition to effectiveness of the lease contract.

37.30 "Disclaimer statement" means a written statement that is part of or separate from
37.31 the lease contract that discloses all warranties and other rights provided to the lessee by
37.32 the lessor and supplier in connection with the lease contract and informs the lessee in a
37.33 conspicuous manner that there are no warranties or other rights provided to the lessee by
37.34 the lessor and supplier other than those disclosed in the statement.

37.35 (h) "Goods" means all things that are movable at the time of identification to the
37.36 lease contract, or are fixtures (section 336.2A-309), but the term does not include money,

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38.1 documents, instruments, accounts, chattel paper, general intangibles, or minerals or the
38.2 like, including oil and gas, before extraction. The term also includes the unborn young of
38.3 animals.

38.4 (i) "Installment lease contract" means a lease contract that authorizes or requires the
38.5 delivery of goods in separate lots to be separately accepted, even though the lease contract
38.6 contains a clause "each delivery is a separate lease" or its equivalent.

38.7 (j) "Lease" means a transfer of the right to possession and use of goods for a term
38.8 in return for consideration, but a sale, including a sale on approval or a sale or return,
38.9 or retention or creation of a security interest is not a lease. Unless the context clearly
38.10 indicates otherwise, the term includes a sublease.

38.11 (k) "Lease agreement" means the bargain, with respect to the lease, of the lessor and
38.12 the lessee in fact as found in their language or by implication from other circumstances
38.13 including course of dealing or usage of trade or course of performance as provided in
38.14 this article. Unless the context clearly indicates otherwise, the term includes a sublease
38.15 agreement.

38.16 (l) "Lease contract" means the total legal obligation that results from the lease
38.17 agreement as affected by this article and any other applicable rules of law. Unless the
38.18 context clearly indicates otherwise, the term includes a sublease contract.

38.19 (m) "Leasehold interest" means the interest of the lessor or the lessee under a lease
38.20 contract.

38.21 (n) "Lessee" means a person who acquires the right to possession and use of goods
38.22 under a lease. Unless the context clearly indicates otherwise, the term includes a sublessee.

38.23 (o) "Lessee in ordinary course of business" means a person who in good faith
38.24 and without knowledge that the lease is in violation of the ownership rights or security
38.25 interest or leasehold interest of a third party in the goods leases in ordinary course from a
38.26 person in the business of selling or leasing goods of that kind but does not include a
38.27 pawnbroker. "Leasing" may be for cash or by exchange of other property or on secured or
38.28 unsecured credit and includes acquiring goods or documents of title under a preexisting
38.29 lease contract but does not include a transfer in bulk or as security for or in total or partial
38.30 satisfaction of a money debt.

38.31 (p) "Lessor" means a person who transfers the right to possession and use of goods
38.32 under a lease. Unless the context clearly indicates otherwise, the term includes a sublessor.

38.33 (q) "Lessor's residual interest" means the lessor's interest in the goods after
38.34 expiration, termination, or cancellation of the lease contract.

38.35 (r) "Lien" means a charge against or interest in goods to secure payment of a debt or
38.36 performance of an obligation, but the term does not include a security interest.

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39.1 (s) "Lot" means a parcel or a single article that is the subject matter of a separate
39.2 lease or delivery, whether or not it is sufficient to perform the lease contract.

39.3 (t) "Merchant lessee" means a lessee that is a merchant with respect to goods of the
39.4 kind subject to the lease.

39.5 (u) "Present value" means the amount as of a date certain of one or more sums
39.6 payable in the future, discounted to the date certain. The discount is determined by the
39.7 interest rate specified by the parties if the rate was not manifestly unreasonable at the time
39.8 the transaction was entered into; otherwise, the discount is determined by a commercially
39.9 reasonable rate that takes into account the facts and circumstances of each case at the time
39.10 the transaction was entered into.

39.11 (v) "Purchase" includes taking by sale, lease, mortgage, security interest, pledge,
39.12 gift, or any other voluntary transaction creating an interest in goods.

39.13 (w) "Sublease" means a lease of goods the right to possession and use of which was
39.14 acquired by the lessor as a lessee under an existing lease.

39.15 (x) "Supplier" means a person from whom a lessor buys or leases goods to be leased
39.16 under a finance lease.

39.17 (y) "Supply contract" means a contract under which a lessor buys or leases goods to
39.18 be leased.

39.19 (z) "Termination" occurs when either party pursuant to a power created by agreement
39.20 or law puts an end to the lease contract otherwise than for default.

39.21 (2) Other definitions applying to this article and the sections in which they appear are:

39.22 "Accessions." Section 336.2A-310(1).

39.23 "Construction mortgage." Section 336.2A-309(1)(d).

39.24 "Encumbrance." Section 336.2A-309(1)(e).

39.25 "Fixtures." Section 336.2A-309(1)(a).

39.26 "Fixture filing." Section 336.2A-309(1)(b).

39.27 "Purchase money lease." Section 336.2A-309(1)(c).

39.28 (3) The following definitions in other articles apply to this article:

39.29 "Account." Section 336.9-102(a)(2).

39.30 "Between merchants." Section 336.2-104(3).

39.31 "Buyer." Section 336.2-103(1)(a).

39.32 "Chattel paper." Section 336.9-102(a)(11).

39.33 "Consumer goods." Section 336.9-102(a)(23).

39.34 "Document." Section 336.9-102(a)(30).

39.35 "Entrusting." Section 336.2-403(3).

39.36 "General intangible." Section 336.9-102(a)(42).

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40.1 "Instrument." Section 336.9-102(a)(47).

40.2 "Merchant." Section 336.2-104(1).

40.3 "Mortgage." Section 336.9-102(a)(55).

40.4 "Pursuant to commitment." Section 336.9-102(a)~~(68)~~(69).

40.5 "Receipt." Section 336.2-103(1)(c).

40.6 "Sale." Section 336.2-106(1).

40.7 "Sale on approval." Section 336.2-326.

40.8 "Sale or return." Section 336.2-326.

40.9 "Seller." Section 336.2-103(1)(d).

40.10 (4) In addition, sections 336.1-101 to 336.1-310 contain general definitions and
40.11 principles of construction and interpretation applicable throughout this article.

40.12 Sec. 6. Minnesota Statutes 2010, section 514.963, subdivision 7, is amended to read:

40.13 Subd. 7. **Lender.** "Lender" means a secured party as defined in section
40.14 336.9-102(a)~~(72)~~(73), holding a perfected security interest in the farm products of the
40.15 obligor.

40.16 Sec. 7. Minnesota Statutes 2010, section 514.965, subdivision 7, is amended to read:

40.17 Subd. 7. **Lender.** "Lender" means a secured party as defined in section
40.18 336.9-102(a)~~(72)~~(73) holding a perfected security interest in the farm products of the
40.19 obligor.

APPENDIX
Article locations in 11-0195

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