# UNITED STATES OF AMERICA REPUBLIC

**Continental Congress Assembled** 



# **PUBLIC LAW 110-01**

Amended: 20 November 2016

# TO ESTABLISH LAWS ADOPTING THE UNIFORM COMMERCIAL CODE as LAWS OF U.S.A.R.

Pursuant to the United States of America Republic Constitution Amendment 19, Section 2, Clause 2, wherein it states; "The United States of America Republic shall make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States of America Republic, or any Department or Officer thereof", there shall hereby be adopted the "Uniform Commercial Code" provisions to serve this purpose. This amendment shall go into immediate force.

Introduced as **Senate Joint Resolution 01**, with 25 co-sponsors and as **House Joint Resolution 01** with 25 co-sponsors, a request was delivered before the Continental Congress to honor and therefore establish laws to adopt the Uniform Commercial Code as Laws of U.S.A.R.

The resolution suffered no exclusions, no demands that it became law.

The 1st Continental Congress of the United States of America Republic publicly declared 2015 the national "Year of the United States of America Republic". The document known as Public Law 110-01 was signed on 20 November 2016 by the following SIGNATORIES to this Legislative Act in Attendance;

# General Congress Assembled, United States of America Republic

- 1. President, Christopher-Cannon: Bey
- 2. Acting Speaker of the House, Sharon-Green: El
- 3. Secretary of State, Ross Woody Jr.: Bey



- 4. Attorney General, K-Charles: Bey
- 5. Treasurer, Kimberly Ware: Bey
- 6. Governor, North Carolina, Nasir Ma'at: El
- 7. Governor, Virginia, Darnell Brown: Bey
- 8. St. Governor, Virginia, Rich Wilson: Bey
- 9. Governor, Missouri, Floyd-Karris: Bey
- 10. Governor, California G. Řiller: El
- 11. St. Gov. Ohio, Galen-Carson: Bey
- 12. Senator, Illinois, Shirlean Mc Nullen: Bey
- 13. Senator, Illinois, Saadig: Bey
- 14. Senator, Illinois, Clayton Ronald-Kenderson: El
- 15. Senator, Georgia, Ronnell-Gray: Bey
- 16. Senator, Colorado, Kakuyon: El
- 17. Senator, North Carolina, Hope Ma'at: El
- 18. Representative, Colorado, Ajoa: Bey
- 19. Chief Justice, Romulus Dorsey: El
- 20. Foreign Affairs Minister, Rafael-Vazquez: El
- 21. Public Minister, William L. Salter 999,: El
- 22. Public Minister, Linda Ann Bashful: El
- 23. Public Minister, Maurice Reynolds: Bey
- 24. Vicegerent Commissioner, Leslie-Atkins: El,
- 25. Vicegerent, Michigan, Damon-Lewis: El

It reads as follows:

# PUBLIC LAW 110-01, on 20 November 2016

# **JOINT RESOLUTION**

# **Authorizing and requesting the President**

to adopt the following:

ARTICLES 1, 2, 2A, 3, 4, 4A, 5, 6, 7, 8, 9 of the UNIFORM COMMERCIAL CODE to become as part of the laws of the UNITED STATES OF AMERICA REPUBLIC for governing commerce within our state and beyond; and

**WHEREAS**, the United States of America Republic (U.S.A.R.), being a perpetual corporation is an autonomous State government lawfully incorporated and chartered for the benefit and protection of "We The Moorish American People", by its Declaration, National Constitution & By-Laws, and Articles of Incorporation;

**Deriving** all its power from the Creator and His People as well as the Constitution and Laws for the United States of America Republic;

**WHEREAS** the Moorish American People have made a unique contribution in shaping the United States of America Republic as a distinctive and blessed nation of people and citizens;

**WHEREAS** the Moorish American People are a People of deeply-held religious convictions springing from the Holy Scriptures of the Holy Koran of the Moorish Science Temple of America and the Learning, Teachings and Truth of the Holy Prophet Noble



Drew Ali. The Holy Prophet Noble Drew Ali led his People back to the Principles and standards of their ancient forefathers' Free National Principles and Standards.

**WHEREAS** the Principles of Love, Truth, Peace, Freedom and Justice inspired concepts of civil government that are contained in our Declaration of Independence and Constitution of the United States of America Republic;

WHEREAS the Moorish American People, are now in great comprehension that, as a Nation of People being Nationwide in scope to achieve peace as well as unity as a single harmonious Nation, there must be uniform Laws for the Nation. The Constitution and Laws of the United States of America Republic are "the Rock on which our Republic rests";

WHEREAS the history of our Nation clearly illustrates the value of a Nation to be able to create and pass its own Laws are beneficial to a Society to Enforce the Laws of the Nation. This is not to remove or change the **Moorish American People** from voluntarily applying or extending the learning, teachings and truth of the Holy Koran of the Moorish Science Temple of America in the lives of individuals, families, or in our society as a nation of People;

**WHEREAS** this Nation now faces great challenges that will test this Nation as it has never been tested before; and

WHEREAS that renewing our knowledge of Law, Divine and National and having faith in Our Universal Creator through Holy Scriptures of the Holy Koran of the Moorish Science Temple of America, the Holy Bible and the Great Qu'ran of Mohammed as we honor all the divine Prophets Jesus, Mohammed, Buddha and Confucius. Therefore, the Constitution and Laws of the United States of America Republic and knowledge of the aforementioned Holy Scriptures can only strengthen our nation. I, President Christopher H- Cannon: Bey, therefore establish with the consent of the Continental Congress the provisions as the Laws of the United States of America Republic:

**NOW,** <u>THEREFORE</u>, <u>be</u> it **Resolved** by the Continental Congress of the United States of America Republic in Continental Congress assembled, That the President is authorized and requested to designate the administration of said laws.

LEGISLATIVE HISTORY-PL.110 Res.:01 CONGRESSIONAL RECORD, Vol. #(2015):

**20 November 2016** considered and passed by the Continental Congress.



# [PLEASE CONSULT INTERNET FOR SPECIFIC ARTICLES- FILES TOO LARGE]

# TITLE 10

# UNIFORM COMMERCIAL CODE ARTICLES 1 THROUGH 9

U.C.C. - ARTICLE 1 - GENERAL PROVISIONS (2001)

**U.C.C. - ARTICLE 2 - SALES (2002)** 

**U.C.C. - ARTICLE 2A - LEASES (2002)** 

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS (2002)

U.C.C. - ARTICLE 4 - BANK DEPOSITS AND COLLECTIONS (2002)

U.C.C. - ARTICLE 4A - FUNDS TRANSFER (2012)

U.C.C. - ARTICLE 5 - LETTERS OF CREDIT (1995)

REPEALER OF U.C.C. - ARTICLE 6 - BULK TRANSFERS and [REVISED] U.C.C. - ARTICLE 6 - BULK SALES (1989)

U.C.C. - ARTICLE 7 - DOCUMENTS OF TITLE (2003)

U.C.C. - ARTICLE 8 - INVESTMENT SECURITIES (1994)

U.C.C. - ARTICLE 9 - SECURED TRANSACTIONS (2010)



# TITLE 10

# UNIFORM COMMERCIAL CODE ARTICLES 1 THROUGH 9

# U.C.C. - ARTICLE 1 - GENERAL PROVISIONS (2001)

#### PART 1. GENERAL PROVISIONS

- §USR 1-101. Short Titles.
- §USR 1-102. Scope of Article.
- <u>§USR 1-103</u>. Construction of [Uniform Commercial Code] to Promote its Purposes and Policies: Applicability of Supplemental Principles of Law.
- <u>§USR 1-104</u>. Construction Against Implied Repeal.
- <u>§USR 1-105</u>. Severability.
- <u>§USR 1-106</u>. Use of Singular and Plural; Gender.
- <u>§USR 1-107</u>. Section Captions.
- <u>§USR 1-108</u>. Relation to Electronic Signatures in Global and National Commerce Act.

# PART 2. GENERAL DEFINITIONS AND PRINCIPLES OF INTERPRETATION

- §USR 1-201. General Definitions.
- §USR 1-202. Notice; Knowledge.
- §USR 1-203. Lease Distinguished from Security Interest.
- §USR 1-204. Value.
- <u>§USR 1-205</u>. Reasonable time; Seasonableness.
- <u>§USR 1-206</u>. Presumptions.

# PART 3. TERRITORIAL APPLICABILITY AND GENERAL RULES

- <u>§USR 1-301</u>. Territorial Applicability; Parties' Power to Choose Applicable Law.
- <u>§USR 1-302</u>. Variation by Agreement.
- <u>§USR 1-303</u>. Course of Performance, Course of Dealing, and Usage of Trade.
- §USR 1-304. Obligation of Good Faith.
- <u>§USR 1-305</u>. Remedies to be Liberally Administered.
- <u>\$USR 1-306</u>. Waiver or Renunciation of Claim or Right After Breach.
- <u>§USR 1-307</u>. Prima Facie Evidence by Third-Party Documents.
- <u>§USR 1-308</u>. Performance or Acceptance Under Reservation of Rights.
- <u>§USR 1-309</u>. Option to Accelerate at Will.
- <u>§USR 1-310</u>. Subordinated Obligations.



# **U.C.C. - ARTICLE 2 - SALES (2002)**

# PART 1. SHORT TITLE, GENERAL CONSTRUCTION AND SUBJECT MATTER

- §USR 2-101. Short Title.
- <u>§USR 2-102. Scope</u>; Certain Security and Other Transactions Excluded From This Article.
- §USR 2-103. Definitions and Index of Definitions.
- §USR 2-104. Definitions: "Merchant"; "Between Merchants"; "Financing Agency".
- <u>§USR 2-105. Definitions: Transferability; "Goods"; "Future" Goods; "Lot"; "Commercial Unit".</u>
- §USR 2-106. Definitions: "Contract"; "Agreement"; "Contract for sale"; "Sale"; "Present sale"; "Conforming" to Contract; "Termination"; "Cancellation".
- §USR 2-107. Goods to Be Severed From Realty: Recording.

# PART 2. FORM, FORMATION AND READJUSTMENT OF CONTRACT

- §USR 2-201. Formal Requirements; Statute of Frauds.
- §USR 2-202. Final Written Expression: Parol or Extrinsic Evidence.
- §USR 2-203. Seals Inoperative.
- §USR 2-204. Formation in General.
- §USR 2-205. Firm Offers.
- §USR 2-206. Offer and Acceptance in Formation of Contract.
- §USR 2-207. Additional Terms in Acceptance or Confirmation.
- §USR 2-208. Course of Performance or Practical Construction.
- §USR 2-209. Modification, Rescission and Waiver.
- §USR 2-210. Delegation of Performance; Assignment of Rights.

# PART 3. GENERAL OBLIGATION AND CONSTRUCTION OF CONTRACT

- §USR 2-301. General Obligations of Parties.
- §USR 2-302. Unconscionable contract or Clause.
- §USR 2-303. Allocation or Division of Risks.
- §USR 2-304. Price Payable in Money, Goods, Realty, or Otherwise.
- §USR 2-305. Open Price Term.
- <u>§USR 2-306. Output, Requirements and Exclusive Dealings.</u>
- §USR 2-307. Delivery in Single Lot or Several Lots.
- §USR 2-308. Absence of Specified Place for Delivery.
- §USR 2-309. Absence of Specific Time Provisions; Notice of Termination.
- <u>§USR 2-310. Open Time for Payment or Running of Credit; Authority to Ship Under Reservation.</u>
- <u>§USR 2-311. Options and Cooperation Respecting Performance.</u>
- <u>§USR 2-312</u>. Warranty of Title and Against Infringement; Buyer's Obligation Against Infringement.
- §USR 2-313. Express Warranties by Affirmation, Promise, Description, Sample.
- §USR 2-314. Implied Warranty: Merchantability: Usage of Trade.
- §USR 2-315. Implied Warranty: Fitness for Particular Purpose.
- §USR 2-316. Exclusion or Modification of Warranties.
- §USR 2-317. Cumulation and Conflict of Warranties Express or Implied.
- §USR 2-318. Third Party Beneficiaries of Warranties Express or Implied.
- §USR 2-319. F.O.B. and F.A.S. Terms.



- §USR 2-320. C.I.F. and C. & F. Terms.
- <u>§USR 2-321. C.I.F. or C. & F.: "Net Landed Weights"</u>; "Payment on Arrival"; Warranty of Condition on Arrival.
- §USR 2-322. Delivery "Ex-Ship".
- §USR 2-323. Form of Bill of Lading Required in Overseas Shipment; "Overseas".
- §USR 2-324. "No Arrival, No sale" Term.
- §USR 2-325. "Letter of Credit" Term; "Confirmed Credit".
- <u>§USR 2-326. Sale on Approval and Sale or Return; Consignment Sales and Rights of</u> Creditors.
- §USR 2-327. Special Incidents of Sale on Approval and Sale or Return.
- §USR 2-328. Sale by Auction.

# PART 4. TITLE, CREDITORS AND GOOD FAITH PURCHASERS

- <u>\$USR 2-401. Passing of Title; Reservation for Security; Limited Application of This Section.</u>
- §USR 2-402. Rights of Seller's Creditors Against Sold Goods.
- <u>§USR 2-403. Power to Transfer; Good Faith Purchase of Goods; "Entrusting".</u>

# PART 5. PERFORMANCE

- §USR 2-501. Insurable Interest in Goods; Manner of Identification of Goods.
- §USR 2-502. Buyer's Right to Goods on Seller's Insolvency.
- §USR 2-503. Manner of Seller's Tender of Delivery.
- §USR 2-504. Shipment by Seller.
- §USR 2-505. Seller's Shipment Under Reservation.
- §USR 2-506. Rights of Financing agency.
- §USR 2-507. Effect of Seller's Tender; Delivery on Condition.
- <u>§USR 2-508. Cure by Seller of Improper Tender or Delivery; Replacement.</u>
- §USR 2-509. Risk of Loss in the Absence of Breach.
- §USR 2-510. Effect of Breach on Risk of Loss.
- §USR 2-511. Tender of Payment by Buyer; Payment by Check.
- §USR 2-512. Payment by Buyer Before Inspection.
- §USR 2-513. Buyer's Right to Inspection of Goods.
- §USR 2-514. When Documents Deliverable on Acceptance; When on Payment.
- <u>§USR 2-515. Preserving Evidence of Goods in Dispute.</u>

### PART 6. BREACH, REPUDIATION AND EXCUSE

- §USR 2-601. Buyer's Rights on Improper Delivery.
- §USR 2-602. Manner and Effect of Rightful Rejection.
- §USR 2-603. Merchant Buyer's Duties as to Rightfully Rejected Goods.
- §USR 2-604. Buyer's Options as to Salvage of Rightfully Rejected Goods.
- <u>§USR 2-605</u>. Waiver of Buyer's Objections by Failure to Particularize.
- §USR 2-606. What Constitutes Acceptance of Goods.
- <u>§USR 2-607. Effect of Acceptance; Notice of Breach; Burden of Establishing Breach After Acceptance; Notice of Claim or Litigation to Person Answerable Over.</u>
- §USR 2-608. Revocation of Acceptance in Whole or in Part.
- §USR 2-609. Right to Adequate Assurance of Performance.
- §USR 2-610. Anticipatory Repudiation.



- <u>§USR 2-611. Retraction of Anticipatory Repudiation.</u>
- §USR 2-612. "Installment contract"; Breach.
- §USR 2-613. Casualty to Identified Goods.
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### PART 7. REMEDIES

- §USR 2-701. Remedies for Breach of Collateral contracts Not Impaired.
- §USR 2-702. Seller's Remedies on Discovery of Buyer's Insolvency.
- <u>§USR 2-703. Seller's Remedies in Ge</u>neral.
- <u>§USR 2-704</u>. Seller's Right to Identify Goods to the Contract Notwithstanding Breach or to Salvage Unfinished Goods.
- <u>§USR 2-705. Seller's Stoppage of Delivery in Transit or Otherwise.</u>
- §USR 2-706. Seller's Resale Including Contract for Resale.
- §USR 2-707. "Person in the Position of a Seller".
- §USR 2-708. Seller's Damages for Non-acceptance or Repudiation.
- §USR 2-709. Action for the Price.
- <u>§USR 2-710. Seller's Incidental Damages.</u>
- §USR 2-711. Buyer's Remedies in General; Buyer's Security Interest in Rejected Goods.
- §USR 2-712. "Cover"; Buyer's Procurement of Substitute Goods.
- §USR 2-713. Buyer's Damages for Non-delivery or Repudiation.
- §USR 2-714. Buyer's Damages for Breach in Regard to Accepted Goods.
- <u>§USR 2-715. Buyer's Incidental and Consequential Damages.</u>
- <u>§USR 2-716. Buyer's Right to Specific Performance or Replevin.</u>
- §USR 2-717. Deduction of Damages From the Price.
- §USR 2-718. Liquidation or Limitation of Damages; Deposits.
- §USR 2-719. Contractual Modification or Limitation of Remedy.
- §USR 2-720. Effect of "Cancellation" or "Rescission" on Claims for Antecedent Breach.
- §USR 2-721. Remedies for Fraud.
- §USR 2-722. Who Can Sue Third Parties for Injury to Goods.
- §USR 2-723. Proof of Market Price: Time and Place.
- §USR 2-724. Admissibility of Market Quotations.
- §USR 2-725. Statute of Limitations in Contracts for Sale.

### U.C.C. - ARTICLE 2A - LEASES (2002)

#### PART 1. GENERAL PROVISIONS

- §USR 2A-101. SHORT TITLE.
- §USR 2A-102. SCOPE.
- §USR 2A-103. DEFINITIONS AND INDEX OF DEFINITIONS.
- §USR 2A-104. LEASES SUBJECT TO OTHER LAW.
- <u>\$USR 2A-105. TERRITORIAL APPLICATION OF ARTICLE TO GOODS COVERED BY CERTIFICATE OF TITLE.</u>
- <u>§USR 2A-106. LIMITATION ON POWER OF PARTIES TO CONSUMER LEASE TO CHOOSE APPLICABLE LAW AND JUDICIAL FORUM.</u>
- §USR 2A-107. WAIVER OR RENUNCIATION OF CLAIM OR RIGHT AFTER DEFAULT.
- §USR 2A-108. UNCONSCIONABILITY.



• §USR 2A-109. OPTION TO ACCELERATE AT WILL.

## PART 2. FORMATION AND CONSTRUCTION OF LEASE CONTRACT

- §USR 2A-201. STATUTE OF FRAUDS.
- §USR 2A-202. FINAL WRITTEN EXPRESSION: PAROL OR EXTRINSIC EVIDENCE.
- §USR 2A-203. SEALS INOPERATIVE.
- §USR 2A-204. FORMATION IN GENERAL.
- §USR 2A-205. FIRM OFFERS.
- §USR 2A-206. OFFER AND ACCEPTANCE IN FORMATION OF LEASE CONTRACT.
- §USR 2A-207. COURSE OF PERFORMANCE OR PRACTICAL CONSTRUCTION.
- §USR 2A-208. MODIFICATION, RESCISSION AND WAIVER.
- §USR 2A-209. LESSEE UNDER FINANCE LEASE AS BENEFICIARY OF SUPPLY CONTRACT.
- §USR 2A-210. EXPRESS WARRANTIES.
- <u>§USR 2A-211. WARRANTIES AGAINST INTERFERENCE AND AGAINST INFRINGEMENT; LESSEE'S OBLIGATION AGAINST INFRINGEMENT.</u>
- §USR 2A-212, IMPLIED WARRANTY OF MERCHANTABILITY.
- §USR 2A-213. IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.
- §USR 2A-214. EXCLUSION OR MODIFICATION OF WARRANTIES.
- <u>§USR 2A-215. CUMULATION AND CONFLICT OF WARRANTIES EXPRESS OR IMPLIED.</u>
- <u>\$USR 2A-216. THIRD-PARTY BENEFICIARIES OF EXPRESS AND IMPLIED</u> WARRANTIES.
- §USR 2A-217. IDENTIFICATION.
- §USR 2A-218. INSURANCE AND PROCEEDS.
- §USR 2A-219. RISK OF LOSS.
- §USR 2A-220. EFFECT OF DEFAULT ON RISK OF LOSS.
- §USR 2A-221. CASUALTY TO IDENTIFIED GOODS.

### PART 3. EFFECT OF LEASE CONTRACT

- §USR 2A-301. ENFORCEABILITY OF LEASE CONTRACT.
- §USR 2A-302. TITLE TO AND POSSESSION OF GOODS.
- §USR 2A-303. ALIENABILITY OF PARTY'S INTEREST UNDER LEASE CONTRACT OR OF LESSOR'S RESIDUAL INTEREST IN GOODS; DELEGATION OF PERFORMANCE; TRANSFER OF RIGHTS.
- §USR 2A-304. SUBSEQUENT LEASE OF GOODS BY LESSOR.
- §USR 2A-305. SALE OR SUBLEASE OF GOODS BY LESSEE.
- <u>§USR 2A-306. PRIORITY OF CERTAIN LIENS ARISING BY OPERATION OF LAW.</u>
- <u>\$USR 2A-307. PRIORITY OF LIENS ARISING BY ATTACHMENT OR LEVY ON, SECURITY INTERESTS IN, AND OTHER CLAIMS TO GOODS.</u>
- §USR 2A-308. SPECIAL RIGHTS OF CREDITORS.
- <u>\$USR 2A-309. LESSOR'S AND LESSEE'S RIGHTS WHEN GOODS BECOME</u> FIXTURES.
- <u>\$USR 2A-310. LESSOR'S AND LESSEE'S RIGHTS WHEN GOODS BECOME ACCESSIONS.</u>
- §USR 2A-311. PRIORITY SUBJECT TO SUBORDINATION.



# PART 4. PERFORMANCE OF LEASE CONTRACT: REPUDIATED, SUBSTITUTED AND EXCUSED

- §USR 2A-401. INSECURITY: ADEOUATE ASSURANCE OF PERFORMANCE.
- §USR 2A-402. ANTICIPATORY REPUDIATION.
- §USR 2A-403. RETRACTION OF ANTICIPATORY REPUDIATION.
- <u>§USR 2A-404. SUBSTITUTED PERFORM</u>ANCE.
- §USR 2A-405. EXCUSED PERFORMANCE.
- §USR 2A-406. PROCEDURE ON EXCUSED PERFORMANCE.
- §USR 2A-407. IRREVOCABLE PROMISES: FINANCE LEASES.

### PART 5. DEFAULT

#### A. IN GENERAL

- §USR 2A-501. DEFAULT: PROCEDURE.
- §USR 2A-502. NOTICE AFTER DEFAULT.
- §USR 2A-503. MODIFICATION OR IMPAIRMENT OF RIGHTS AND REMEDIES.
- §USR 2A-504. LIQUIDATION OF DAMAGES.
- <u>§USR 2A-505. CANCELLATION AND TERMINATION AND EFFECT OF CANCELLATION, TERMINATION, RESCISSION, OR FRAUD ON RIGHTS AND REMEDIES.</u>
- §USR 2A-506. STATUTE OF LIMITATIONS.
- §USR 2A-507. PROOF OF MARKET RENT: TIME AND PLACE.

### **B. DEFAULT BY LESSOR**

- §USR 2A-508. LESSEE'S REMEDIES.
- <u>\$USR 2A-509. LESSEE'S RIGHTS ON IMPROPER DELIVERY; RIGHTFUL</u> REJECTION.
- §USR 2A-510. INSTALLMENT LEASE CONTRACTS: REJECTION AND DEFAULT.
- <u>§USR 2A-511. MERCHANT LESSEE'S DUTIES AS TO RIGHTFULLY REJECTED</u> GOODS.
- §USR 2A-512. LESSEE'S DUTIES AS TO RIGHTFULLY REJECTED GOODS.
- <u>\$USR 2A-513. CURE BY LESSOR OF IMPROPER TENDER OR DELIVERY;</u> REPLACEMENT.
- <u>§USR 2A-514. WAIVER OF LESSEE'S OBJECTIONS.</u>
- §USR 2A-515. ACCEPTANCE OF GOODS.
- <u>§USR 2A-516. EFFECT OF ACCEPTANCE OF GOODS; NOTICE OF DEFAULT;</u> <u>BURDEN OF ESTABLISHING DEFAULT AFTER ACCEPTANCE; NOTICE OF CLAIM</u> <u>OR LITIGATION TO PERSON ANSWERABLE OVER.</u>
- §USR 2A-517. REVOCATION OF ACCEPTANCE OF GOODS.
- <u>§USR 2A-519. LESSEE'S DAMAGES FOR NON-DELIVERY, REPUDIATION, DEFAULT, AND BREACH OF WARRANTY IN REGARD TO ACCEPTED GOODS.</u>
- §USR 2A-520. LESSEE'S INCIDENTAL AND CONSEQUENTIAL DAMAGES.
- §USR 2A-521. LESSEE'S RIGHT TO SPECIFIC PERFORMANCE OR REPLEVIN.
- §USR 2A-522, LESSEE'S RIGHT TO GOODS ON LESSOR'S INSOLVENCY.

# C. DEFAULT BY LESSEE



- §USR 2A-523. LESSOR'S REMEDIES.
- §USR 2A-524. LESSOR'S RIGHT TO IDENTIFY GOODS TO LEASE CONTRACT.
- §USR 2A-525. LESSOR'S RIGHT TO POSSESSION OF GOODS.
- §USR 2A-526. LESSOR'S STOPPAGE OF DELIVERY IN TRANSIT OR OTHERWISE.
- <u>§USR 2A-527. LESSOR'S RIGHTS TO DISPOSE OF GOODS.</u>
- <u>§USR 2A-528. LESSOR'S DAMAGES FOR NON-ACCEPTANCE, FAILURE TO PAY, REPUDIATION, OR OTHER DEFAULT.</u>
- §USR 2A-529. LESSOR'S ACTION FOR THE RENT.
- §USR 2A-530. LESSOR'S INCIDENTAL DAMAGES.
- §USR 2A-531. STANDING TO SUE THIRD PARTIES FOR INJURY TO GOODS.
- §USR 2A-532. LESSOR'S RIGHTS TO RESIDUAL INTEREST.

# U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS (2002)

#### PART 1. GENERAL PROVISIONS AND DEFINITIONS

- §USR 3-101. SHORT TITLE.
  - <u>§USR 3-102</u>. SUBJECT MATTER.
  - §USR 3-103. DEFINITIONS.
  - §USR 3-104. NEGOTIABLE INSTRUMENT.
  - §USR 3-105. ISSUE OF INSTRUMENT.
  - §USR 3-106. UNCONDITIONAL PROMISE OR ORDER.
  - §USR 3-107. INSTRUMENT PAYABLE IN FOREIGN MONEY.
  - <u>\$USR 3-108</u>. PAYABLE ON DEMAND OR AT DEFINITE TIME.
  - §USR 3-109. PAYABLE TO BEARER OR TO ORDER.
  - <u>\$USR 3-110</u>. IDENTIFICATION OF PERSON TO WHOM INSTRUMENT IS PAYABLE.
  - <u>§USR 3-111</u>. PLACE OF PAYMENT.
  - <u>§USR 3-112</u>. INTEREST.
  - <u>§USR 3-113</u>. DATE OF INSTRUMENT.
  - §USR 3-114. CONTRADICTORY TERMS OF INSTRUMENT.
  - §USR 3-115. INCOMPLETE INSTRUMENT.
  - §USR 3-116. JOINT AND SEVERAL LIABILITY: CONTRIBUTION.
  - <u>§USR 3-117</u>. OTHER AGREEMENTS AFFECTING INSTRUMENT.
  - <u>§USR 3-118</u>. STATUTE OF LIMITATIONS.
  - §USR 3-119. NOTICE OF RIGHT TO DEFEND ACTION.

### PART 2. NEGOTIATION, TRANSFER, AND INDORSEMENT

- §USR 3-201. NEGOTIATION.
- §USR 3-202. NEGOTIATION SUBJECT TO RESCISSION.
- <u>\$USR 3-203</u>. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER.
- <u>§USR 3-204</u>. INDORSEMENT.
- <u>\$USR 3-205</u>. SPECIAL INDORSEMENT; BLANK INDORSEMENT; ANOMALOUS INDORSEMENT.
- §USR 3-206. RESTRICTIVE INDORSEMENT.
- <u>§USR 3-207</u>. REACQUISITION.

# PART 3. ENFORCEMENT OF INSTRUMENTS

- <u>§USR 3-301</u>. PERSON ENTITLED TO ENFORCE INSTRUMENT.
- §USR 3-302. HOLDER IN DUE COURSE.



- §USR 3-303. VALUE AND CONSIDERATION.
- §USR 3-304. OVERDUE INSTRUMENT.
- <u>§USR 3-305</u>. DEFENSES AND CLAIMS IN RECOUPMENT.
- §USR 3-306. CLAIMS TO AN INSTRUMENT.
- <u>§USR 3-307</u>. NOTICE OF BREACH OF FIDUCIARY DUTY.
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- <u>\$USR 4-201</u>. STATUS OF COLLECTING BANK AS AGENT AND PROVISIONAL STATUS OF CREDITS; APPLICABILITY OF ARTICLE; ITEM INDORSED "PAY ANY BANK".
- <u>\$USR 4-202</u>. RESPONSIBILITY FOR COLLECTION OR RETURN; WHEN ACTION TIMELY.
- <u>§USR 4-203</u>. EFFECT OF INSTRUCTIONS.
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- <u>\$USR 4-210</u>. SECURITY INTEREST OF COLLECTING BANK IN ITEMS, ACCOMPANYING DOCUMENTS AND PROCEEDS.
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- <u>§USR 4-213</u>. MEDIUM AND TIME OF SETTLEMENT BY BANK.
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- <u>\$USR 4-215</u>. FINAL PAYMENT OF ITEM BY PAYOR BANK; WHEN PROVISIONAL DEBITS AND CREDITS BECOME FINAL; WHEN CERTAIN CREDITS BECOME AVAILABLE FOR WITHDRAWAL.
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# PART 3. COLLECTION OF ITEMS: PAYOR BANKS.



- <u>\$USR 4-301</u>. DEFERRED POSTING; RECOVERY OF PAYMENT BY RETURN OF ITEMS: TIME OF DISHONOR: RETURN OF ITEMS BY PAYOR BANK.
- <u>\$USR 4-302</u>. PAYOR BANK'S RESPONSIBILITY FOR LATE RETURN OF ITEM.
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# PART 4. RELATIONSHIP BETWEEN PAYOR BANK AND ITS CUSTOMER

- <u>§USR 4-401</u>. WHEN BANK MAY CHARGE CUSTOMER'S ACCOUNT.
- §USR 4-402. BANK'S LIABILITY TO CUSTOMER FOR WRONGFUL DISHONOR; TIME OF DETERMINING INSUFFICIENCY OF ACCOUNT.
- <u>\$USR 4-403</u>. CUSTOMER'S RIGHT TO STOP PAYMENT; BURDEN OF PROOF OF LOSS.
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- <u>§USR 4-502</u>. PRESENTMENT OF "ON ARRIVAL" DRAFTS.
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- <u>\$USR 4-504</u>. PRIVILEGE OF PRESENTING BANK TO DEAL WITH GOODS; SECURITY INTEREST FOR EXPENSES.

# U.C.C. - ARTICLE 4A - FUNDS TRANSFER (2012)

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- <u>§USR 4A-101</u>. SHORT TITLE.
- <u>§USR 4A-102</u>. SUBJECT MATTER.
- <u>§USR 4A-103</u>. PAYMENT ORDER DEFINITIONS.
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# PART 2. ISSUE AND ACCEPTANCE OF PAYMENT ORDER

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- §USR 4A-202. AUTHORIZED AND VERIFIED PAYMENT ORDERS.
- <u>\$USR 4A-203</u>. UNENFORCEABILITY OF CERTAIN VERIFIED PAYMENT ORDERS.
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- <u>\$USR 4A-205</u>. ERRONEOUS PAYMENT ORDERS.
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- <u>\$USR 4A-502</u>. CREDITOR PROCESS SERVED ON RECEIVING BANK; SETOFF BY BENEFICIARY'S BANK.
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- <u>\$USR 4A-504</u>. ORDER IN WHICH ITEMS AND PAYMENT ORDERS MAY BE CHARGED TO ACCOUNT; ORDER OF WITHDRAWALS FROM ACCOUNT.
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• PART 1. SUBJECT MATTER AND DEFINITIONS



- PART 2. ISSUE AND ACCEPTANCE OF PAYMENT ORDER
- PART 3. EXECUTION OF SENDER'S PAYMENT ORDER BY RECEIVING BANK
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- <u>§USR 5-102</u>. Definitions.
- <u>§USR 5-103</u>. Scope.
- <u>§USR 5-104</u>. Formal Requirements.
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- §USR 5-107. Confirmer, Nominated Person, and Adviser.
- <u>§USR 5-108</u>. Issuer's Rights and Obligations
- §USR 5-109. Fraud and Forgery.
- §USR 5-110. Warranties.
- §USR 5-111. Remedies.
- §USR 5-112. Transfer of Letter of Credit.
- <u>§USR 5-113</u>. Transfer by Operation of Law.
- <u>§USR 5-114</u>. Assignment of Proceeds.
- <u>§USR 5-115</u>. Statute of Limitations.
- <u>§USR 5-116</u>. Choice of Law and Forum.
- <u>§USR 5-117</u>. Subrogation of Issuer, Applicant, and Nominated Person.
- <u>§USR 5-118</u>. Security Interest of Issuer or Nominated Person.
- TRANSITION PROVISIONS
- §USR 5-101. Short Title.
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- §USR 5-104. Formal Requirements.
- <u>§USR 5-105. Consideration</u>.
- §USR 5-106. Issuance, Amendment, Cancellation, and Duration.
- §USR 5-107. Confirmer, Nominated Person, and Adviser.
- §USR 5-108. Issuer's Rights and Obligations
- §USR 5-109. Fraud and Forgery.
- §USR 5-110. Warranties.
- §USR 5-111. Remedies.
- §USR 5-112. Transfer of Letter of Credit.
- <u>§USR 5-113. Transfer by Operation of Law.</u>
- §USR 5-114. Assignment of Proceeds.
- §USR 5-115. Statute of Limitations.
- §USR 5-116. Choice of Law and Forum.
- §USR 5-117. Subrogation of Issuer, Applicant, and Nominated Person.
- <u>§USR 5-118. Security Interest of Issuer or Nominated Person.</u>

# REPEALER OF U.C.C. - ARTICLE 6 - BULK TRANSFERS and [REVISED] U.C.C. - ARTICLE 6 - BULK SALES (1989)

# **ALTERNATIVE A**

- §USR 1. Repeal.
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- §USR 6-101. Short Title.
- §USR 6-102. Definitions and Index of Definitions.
- <u>§USR 6-103</u>. Applicability of Article..
- §USR 6-104. Obligations of Buyer.
- §USR 6-105. Notice to Claimants.
- §USR 6-106. Schedule of Distribution.
- §USR 6-107. Liability for Noncompliance.
- <u>§USR 6-108</u>. Bulk Sales by Auction; Bulk Sales Conducted by Liquidator.
- <u>\$USR 6-109</u>. What Constitutes Filing; Duties of Filing Officer; Information From Filing Officer.
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# U.C.C. - ARTICLE 7 - DOCUMENTS OF TITLE (2003)

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- §USR 7-101. Short Title.
- §USR 7-102. Definitions and Index of Definitions.
- <u>§USR 7-103</u>. Relation of Article to Treaty, Statute, Tariff, Classification or Regulation.
- <u>§USR 7-104</u>. Negotiable and Non-negotiable Warehouse Receipt, Bill of Lading or Other Document of Title.
- <u>§USR 7-105</u>. Construction Against Negative Implication.

# PART 2. WAREHOUSE RECEIPTS: SPECIAL PROVISIONS

- §USR 7-201. Who May Issue a Warehouse Receipt; Storage Under Government Bond.
- <u>\$USR 7-202</u>. Form of Warehouse Receipt; Essential Terms; Optional Terms.
- <u>§USR 7-203</u>. Liability for Non-receipt or Misdescription.
- <u>\$USR 7-204</u>. Duty of Care; Contractual Limitation of Warehouseman's Liability.
- <u>§USR 7-205</u>. Title Under Warehouse Receipt Defeated in Certain Cases.
- <u>§USR 7-206</u>. Termination of Storage at Warehouseman's Option.
- §USR 7-207. Goods Must Be Kept Separate; Fungible Goods.
- §USR 7-208. Altered Warehouse Receipts.
- §USR 7-209. Lien of Warehouseman.
- §USR 7-210. Enforcement of Warehouseman's Lien.

# PART 3. BILLS OF LADING: SPECIAL PROVISIONS



- <u>§USR 7-301</u>. Liability for Non-receipt or Misdescription; "Said to Contain"; "Shipper's Load and Count"; Improper Handling.
- <u>§USR 7-302</u>. Through Bills of Lading and Similar Documents.
- §USR 7-303. Diversion; Reconsignment; Change of Instructions.
- §USR 7-304. Bills of Lading in a Set.
- §USR 7-305. Destination Bills.
- <u>§USR 7-306</u>. Altered Bills of Lading.
- §USR 7-307. Lien of Carrier.
- §USR 7-308. Enforcement of Carrier's Lien.
- <u>§USR 7-309</u>. Duty of Care; Contractual Limitation of Carrier's Liability.

# PART 4. WAREHOUSE RECEIPTS AND BILLS OF LADING: GENERAL OBLIGATIONS

- <u>\$USR 7-401</u>. Irregularities in Issue of Receipt or Bill or Conduct of Issuer.
- §USR 7-402. Duplicate Receipt or Bill; Overissue.
- §USR 7-403. Obligation of Warehouseman or Carrier to Deliver; Excuse.
- <u>§USR 7-404</u>. No Liability for Good Faith Delivery Pursuant to Receipt or Bill.

# PART 5. WAREHOUSE RECEIPTS AND BILLS OF LADING: NEGOTIATION AND TRANSFER

- <u>\$USR 7-501</u>. Form of Negotiation and Requirements of "Due Negotiation".
- <u>§USR 7-502</u>. Rights Acquired by Due Negotiation.
- <u>§USR 7-503</u>. Document of Title to Goods Defeated in Certain Cases.
- <u>§USR 7-504</u>. Rights Acquired in the Absence of Due Negotiation; Effect of Diversion; Seller's Stoppage of Delivery.
- <u>§USR 7-505</u>. Indorser Not a Guarantor for Other Parties.
- §USR 7-506. Delivery Without Indorsement: Right to Compel Indorsement.
- §USR 7-507. Warranties on Negotiation or Transfer of Receipt or Bill.
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# PART 6. WAREHOUSE RECEIPTS AND BILLS OF LADING: MISCELLANEOUS PROVISIONS

- <u>§USR 7-601</u>. Lost and Missing Documents.
- §USR 7-602. Attachment of Goods Covered by a Negotiable Document.
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# U.C.C. - ARTICLE 8 - INVESTMENT SECURITIES (1994)

# PART 1. SHORT TITLE AND GENERAL MATTERS

- <u>§USR 8-101</u>. SHORT TITLE.
- §USR 8-102. DEFINITIONS.
- <u>§USR 8-103</u>. RULES FOR DETERMINING WHETHER CERTAIN OBLIGATIONS AND INTERESTS ARE SECURITIES OR FINANCIAL ASSETS.
- <u>§USR 8-104</u>, ACQUISITION OF SECURITY OR FINANCIAL ASSET OR INTEREST THEREIN.
- <u>§USR 8-105</u>. NOTICE OF ADVERSE CLAIM.

- <u>§USR 8-106</u>. CONTROL.
- <u>\$USR 8-107</u>. WHETHER INDORSEMENT, INSTRUCTION, OR ENTITLEMENT ORDER IS EFFECTIVE.
- §USR 8-108. WARRANTIES IN DIRECT HOLDING.
- <u>§USR 8-109</u>. WARRANTIES IN INDIRECT HOLDING.
- §USR 8-110. APPLICABILITY; CHOICE OF LAW.
- §USR 8-111. CLEARING CORPORATION RULES.
- <u>§USR 8-112</u>. CREDITOR'S LEGAL PROCESS.
- §USR 8-113. STATUTE OF FRAUDS INAPPLICABLE.
- §USR 8-114. EVIDENTIARY RULES CONCERNING CERTIFICATED SECURITIES.
- <u>§USR 8-115</u>. SECURITIES INTERMEDIARY AND OTHERS NOT LIABLE TO ADVERSE CLAIMANT.
- <u>\$USR 8-116</u>. SECURITIES INTERMEDIARY AS PURCHASER FOR VALUE.

#### PART 2. ISSUE AND ISSUER

- §USR 8-201. ISSUER.
- <u>§USR 8-202</u>. ISSUER'S RESPONSIBILITY AND DEFENSES; NOTICE OF DEFECT OR DEFENSE.
- §USR 8-203. STALENESS AS NOTICE OF DEFECT OR DEFENSE.
- §USR 8-204. EFFECT OF ISSUER'S RESTRICTION ON TRANSFER.
- <u>§USR 8-205</u>. EFFECT OF UNAUTHORIZED SIGNATURE ON SECURITY CERTIFICATE.
- <u>\$USR 8-206</u>. COMPLETION OR ALTERATION OF SECURITY CERTIFICATE.
- <u>\$USR 8-207</u>. RIGHTS AND DUTIES OF ISSUER WITH RESPECT TO REGISTERED OWNERS.
- <u>\$USR 8-208</u>. EFFECT OF SIGNATURE OF AUTHENTICATING TRUSTEE, REGISTRAR, OR TRANSFER AGENT.
- §USR 8-209. ISSUER'S LIEN.
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#### PART 3. TRANSFER OF CERTIFICATED AND UNCERTIFICATED SECURITIES

- <u>§USR 8-301</u>. DELIVERY.
- <u>§USR 8-302</u>. RIGHTS OF PURCHASER.
- <u>§USR 8-303</u>. PROTECTED PURCHASER.
- §USR 8-304. INDORSEMENT.
- <u>§USR 8-305</u>. INSTRUCTION.
- <u>\$USR 8-306</u>. EFFECT OF GUARANTEEING SIGNATURE, INDORSEMENT, OR INSTRUCTION.
- <u>\$USR 8-307</u>. PURCHASER'S RIGHT TO REQUISITES FOR REGISTRATION OF TRANSFER.

### **PART 4. REGISTRATION**

- §USR 8-401. DUTY OF ISSUER TO REGISTER TRANSFER.
- <u>§USR 8-402</u>. ASSURANCE THAT INDORSEMENT OR INSTRUCTION IS EFFECTIVE.
- <u>\$USR 8-403</u>. DEMAND THAT ISSUER NOT REGISTER TRANSFER.
- §USR 8-404. WRONGFUL REGISTRATION.
- <u>\$USR 8-405</u>. REPLACEMENT OF LOST, DESTROYED, OR WRONGFULLY TAKEN SECURITY CERTIFICATE.



- <u>\$USR 8-406</u>. OBLIGATION TO NOTIFY ISSUER OF LOST, DESTROYED, OR WRONGFULLY TAKEN SECURITY CERTIFICATE.
- <u>\$USR 8-407</u>. AUTHENTICATING TRUSTEE, TRANSFER AGENT, AND REGISTRAR.

# PART 5. SECURITY ENTITLEMENTS

- <u>\$USR 8-501</u>. SECURITIES ACCOUNT; ACQUISITION OF SECURITY ENTITLEMENT FROM SECURITIES INTERMEDIARY.
- §USR 8-502. ASSERTION OF ADVERSE CLAIM AGAINST ENTITLEMENT HOLDER.
- <u>\$USR 8-503</u>. PROPERTY INTEREST OF ENTITLEMENT HOLDER IN FINANCIAL ASSET HELD BY SECURITIES INTERMEDIARY.
- <u>\$USR 8-504</u>. DUTY OF SECURITIES INTERMEDIARY TO MAINTAIN FINANCIAL ASSET.
- <u>\$USR 8-505</u>. DUTY OF SECURITIES INTERMEDIARY WITH RESPECT TO PAYMENTS AND DISTRIBUTIONS.
- <u>\$USR 8-506</u>. DUTY OF SECURITIES INTERMEDIARY TO EXERCISE RIGHTS AS DIRECTED BY ENTITLEMENT HOLDER.
- <u>\$USR 8-507</u>. DUTY OF SECURITIES INTERMEDIARY TO COMPLY WITH ENTITLEMENT ORDER.
- <u>\$USR 8-508</u>. DUTY OF SECURITIES INTERMEDIARY TO CHANGE ENTITLEMENT HOLDER'S POSITION TO OTHER FORM OF SECURITY HOLDING.
- <u>\$USR 8-509</u>. SPECIFICATION OF DUTIES OF SECURITIES INTERMEDIARY BY OTHER STATUTE OR REGULATION; MANNER OF PERFORMANCE OF DUTIES OF SECURITIES INTERMEDIARY AND EXERCISE OF RIGHTS OF ENTITLEMENT HOLDER.
- <u>\$USR 8-510</u>. RIGHTS OF PURCHASER OF SECURITY ENTITLEMENT FROM ENTITLEMENT HOLDER.
- <u>\$USR 8-511</u>. PRIORITY AMONG SECURITY INTERESTS AND ENTITLEMENT HOLDERS.

# U.C.C. - ARTICLE 9 - SECURED TRANSACTIONS (2010)

### Part 1. General Provisions

[Subpart 1. Short Title, Definitions, and General Concepts]

- §USR 9-101. SHORT TITLE.
- §USR 9-102. DEFINITIONS AND INDEX OF DEFINITIONS.
- <u>\$USR 9-103</u>. PURCHASE-MONEY SECURITY INTEREST; APPLICATION OF PAYMENTS; BURDEN OF ESTABLISHING.
- §USR 9-104. CONTROL OF DEPOSIT ACCOUNT.
- <u>§USR 9-105</u>. CONTROL OF ELECTRONIC CHATTEL PAPER.
- §USR 9-106. CONTROL OF INVESTMENT PROPERTY.
- <u>§USR 9-107</u>. CONTROL OF LETTER-OF-CREDIT RIGHT.
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• <u>§USR 9-109</u>. SCOPE.



• §USR 9-110. SECURITY INTERESTS ARISING UNDER ARTICLE 2 OR 2A.

# Part 2. Effectiveness of Security Agreement; Attachment of Security Interest; Rights of Parties to Security Agreement

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- §USR 9-201. GENERAL EFFECTIVENESS OF SECURITY AGREEMENT.
- §USR 9-202. TITLE TO COLLATERAL IMMATERIAL.
- <u>\$USR 9-203</u>. ATTACHMENT AND ENFORCEABILITY OF SECURITY INTEREST; PROCEEDS; SUPPORTING OBLIGATIONS; FORMAL REQUISITES.
- <u>§USR 9-204</u>. AFTER-ACQUIRED PROPERTY; FUTURE ADVANCES.
- <u>§USR 9-205</u>. USE OR DISPOSITION OF COLLATERAL PERMISSIBLE.
- <u>§USR 9-206</u>. SECURITY INTEREST ARISING IN PURCHASE OR DELIVERY OF FINANCIAL ASSET.

# [Subpart 2. Rights and Duties]

- <u>\$USR 9-207</u>. RIGHTS AND DUTIES OF SECURED PARTY HAVING POSSESSION OR CONTROL OF COLLATERAL.
- <u>\$USR 9-208</u>. ADDITIONAL DUTIES OF SECURED PARTY HAVING CONTROL OF COLLATERAL.
- <u>§USR 9-209</u>. DUTIES OF SECURED PARTY IF ACCOUNT DEBTOR HAS BEEN NOTIFIED OF ASSIGNMENT.
- <u>\$USR 9-210</u>. REQUEST FOR ACCOUNTING; REQUEST REGARDING LIST OF COLLATERAL OR STATEMENT OF ACCOUNT.

# Part 3. Perfection and Priority

[Subpart 1. Law Governing Perfection and Priority]

- <u>\$USR 9-301</u>. LAW GOVERNING PERFECTION AND PRIORITY OF SECURITY INTERESTS.
- <u>\$USR 9-302</u>. LAW GOVERNING PERFECTION AND PRIORITY OF AGRICULTURAL LIENS.
- <u>\$USR 9-303</u>. LAW GOVERNING PERFECTION AND PRIORITY OF SECURITY INTERESTS IN GOODS COVERED BY A CERTIFICATE OF TITLE.
- <u>\$USR 9-304</u>. LAW GOVERNING PERFECTION AND PRIORITY OF SECURITY INTERESTS IN DEPOSIT ACCOUNTS.
- <u>\$USR 9-305</u>. LAW GOVERNING PERFECTION AND PRIORITY OF SECURITY INTERESTS IN INVESTMENT PROPERTY.
- <u>\$USR 9-306</u>. LAW GOVERNING PERFECTION AND PRIORITY OF SECURITY INTERESTS IN LETTER-OF-CREDIT RIGHTS.
- <u>§USR 9-307</u>. LOCATION OF DEBTOR.
- <u>\$USR 9-308</u>. WHEN SECURITY INTEREST OR AGRICULTURAL LIEN IS PERFECTED; CONTINUITY OF PERFECTION.
- §USR 9-309. SECURITY INTEREST PERFECTED UPON ATTACHMENT.
- <u>§USR 9-310</u>. WHEN FILING REQUIRED TO PERFECT SECURITY INTEREST OR AGRICULTURAL LIEN; SECURITY INTERESTS AND AGRICULTURAL LIENS TO WHICH FILING PROVISIONS DO NOT APPLY.



- <u>§USR 9-311</u>. PERFECTION OF SECURITY INTERESTS IN PROPERTY SUBJECT TO CERTAIN STATUTES. REGULATIONS, AND TREATIES.
- <u>\$USR 9-312</u>. PERFECTION OF SECURITY INTERESTS IN CHATTEL PAPER, DEPOSIT ACCOUNTS, DOCUMENTS, GOODS COVERED BY DOCUMENTS, INSTRUMENTS, INVESTMENT PROPERTY, LETTER-OF-CREDIT RIGHTS, AND MONEY; PERFECTION BY PERMISSIVE FILING; TEMPORARY PERFECTION WITHOUT FILING OR TRANSFER OF POSSESSION.
- <u>\$USR 9-313</u>. WHEN POSSESSION BY OR DELIVERY TO SECURED PARTY PERFECTS SECURITY INTEREST WITHOUT FILING.
- §USR 9-314. PERFECTION BY CONTROL.
- <u>\$USR 9-315</u>. SECURED PARTY'S RIGHTS ON DISPOSITION OF COLLATERAL AND IN PROCEEDS.
- <u>\$USR 9-316</u>. CONTINUED PERFECTION OF SECURITY INTEREST FOLLOWING CHANGE IN GOVERNING LAW.

# [Subpart 3. Priority]

- <u>\$USR 9-317</u>. INTERESTS THAT TAKE PRIORITY OVER OR TAKE FREE OF UNPERFECTED SECURITY INTEREST OR AGRICULTURAL LIEN.
- <u>\$USR 9-318</u>. NO INTEREST RETAINED IN RIGHT TO PAYMENT THAT IS SOLD; RIGHTS AND TITLE OF SELLER OF ACCOUNT OR CHATTEL PAPER WITH RESPECT TO CREDITORS AND PURCHASERS.
- <u>\$USR 9-319</u>. RIGHTS AND TITLE OF CONSIGNEE WITH RESPECT TO CREDITORS AND PURCHASERS.
- §USR 9-320. BUYER OF GOODS.
- <u>\$USR 9-321</u>. LICENSEE OF GENERAL INTANGIBLE AND LESSEE OF GOODS IN ORDINARY COURSE OF BUSINESS.
- <u>\$USR 9-322</u>. PRIORITIES AMONG CONFLICTING SECURITY INTERESTS IN AND AGRICULTURAL LIENS ON SAME COLLATERAL.
- §USR 9-323. FUTURE ADVANCES.
- <u>§USR 9-324</u>. PRIORITY OF PURCHASE-MONEY SECURITY INTERESTS.
- §USR 9-325. PRIORITY OF SECURITY INTERESTS IN TRANSFERRED COLLATERAL.
- <u>§USR 9-326</u>. PRIORITY OF SECURITY INTERESTS CREATED BY NEW DEBTOR.
- §USR 9-327. PRIORITY OF SECURITY INTERESTS IN DEPOSIT ACCOUNT.
- §USR 9-328. PRIORITY OF SECURITY INTERESTS IN INVESTMENT PROPERTY.
- §USR 9-329. PRIORITY OF SECURITY INTERESTS IN LETTER-OF-CREDIT RIGHT.
- <u>§USR 9-330</u>. PRIORITY OF PURCHASER OF CHATTEL PAPER OR INSTRUMENT.
- <u>§USR 9-331</u>. PRIORITY OF RIGHTS OF PURCHASERS OF INSTRUMENTS, DOCUMENTS, AND SECURITIES UNDER OTHER ARTICLES; PRIORITY OF INTERESTS IN FINANCIAL ASSETS AND SECURITY ENTITLEMENTS UNDER ARTICLE 8.
- <u>\$USR 9-332</u>. TRANSFER OF MONEY; TRANSFER OF FUNDS FROM DEPOSIT ACCOUNT.
- <u>\$USR 9-333</u>. PRIORITY OF CERTAIN LIENS ARISING BY OPERATION OF LAW.
- <u>\$USR 9-334</u>. PRIORITY OF SECURITY INTERESTS IN FIXTURES AND CROPS.
- §USR 9-335. ACCESSIONS.
- §USR 9-336. COMMINGLED GOODS.
- <u>\$USR 9-337</u>. PRIORITY OF SECURITY INTERESTS IN GOODS COVERED BY CERTIFICATE OF TITLE.



- <u>\$USR 9-338</u>. PRIORITY OF SECURITY INTEREST OR AGRICULTURAL LIEN PERFECTED BY FILED FINANCING STATEMENT PROVIDING CERTAIN INCORRECT INFORMATION.
- <u>§USR 9-339</u>. PRIORITY SUBJECT TO SUBORDINATION.

# [Subpart 4. Rights of Bank]

- <u>\$USR 9-340</u>. EFFECTIVENESS OF RIGHT OF RECOUPMENT OR SET-OFF AGAINST DEPOSIT ACCOUNT.
- §USR 9-341. BANK'S RIGHTS AND DUTIES WITH RESPECT TO DEPOSIT ACCOUNT.
- <u>\$USR 9-342</u>. BANK'S RIGHT TO REFUSE TO ENTER INTO OR DISCLOSE EXISTENCE OF CONTROL AGREEMENT.

# Part 4. Rights of Third Parties

- <u>§USR 9-401</u>. ALIENABILITY OF DEBTOR'S RIGHTS.
- <u>\$USR 9-402</u>. SECURED PARTY NOT OBLIGATED ON CONTRACT OF DEBTOR OR IN TORT.
- §USR 9-403. AGREEMENT NOT TO ASSERT DEFENSES AGAINST ASSIGNEE.
- <u>§USR 9-404</u>. RIGHTS ACQUIRED BY ASSIGNEE; CLAIMS AND DEFENSES AGAINST ASSIGNEE.
- §USR 9-405. MODIFICATION OF ASSIGNED CONTRACT.
- <u>\$USR 9-406</u>. DISCHARGE OF ACCOUNT DEBTOR; NOTIFICATION OF ASSIGNMENT; IDENTIFICATION AND PROOF OF ASSIGNMENT; RESTRICTIONS ON ASSIGNMENT OF ACCOUNTS, CHATTEL PAPER, PAYMENT INTANGIBLES, AND PROMISSORY NOTES INEFFECTIVE.
- <u>\$USR 9-407</u>. RESTRICTIONS ON CREATION OR ENFORCEMENT OF SECURITY INTEREST IN LEASEHOLD INTEREST OR IN LESSOR'S RESIDUAL INTEREST.
- <u>\$USR 9-408</u>. RESTRICTIONS ON ASSIGNMENT OF PROMISSORY NOTES, HEALTH-CARE-INSURANCE RECEIVABLES, AND CERTAIN GENERAL INTANGIBLES INEFFECTIVE.
- <u>\$USR 9-409</u>. RESTRICTIONS ON ASSIGNMENT OF LETTER-OF-CREDIT RIGHTS INEFFECTIVE.

# Part 5. Filing

[Subpart 1. Filing Office; Contents and Effectiveness of Financing Statement]

- §USR 9-501. FILING OFFICE.
- <u>\$USR 9-502</u>. CONTENTS OF FINANCING STATEMENT; RECORD OF MORTGAGE AS FINANCING STATEMENT; TIME OF FILING FINANCING STATEMENT.
- <u>§USR 9-503</u>. NAME OF DEBTOR AND SECURED PARTY.
- <u>§USR 9-504</u>. INDICATION OF COLLATERAL.
- <u>\$USR 9-505</u>. FILING AND COMPLIANCE WITH OTHER STATUTES AND TREATIES FOR CONSIGNMENTS, LEASES, OTHER BAILMENTS, AND OTHER TRANSACTIONS.
- §USR 9-506. EFFECT OF ERRORS OR OMISSIONS.
- <u>\$USR 9-507</u>. EFFECT OF CERTAIN EVENTS ON EFFECTIVENESS OF FINANCING STATEMENT.
- <u>\$USR 9-508</u>. EFFECTIVENESS OF FINANCING STATEMENT IF NEW DEBTOR BECOMES BOUND BY SECURITY AGREEMENT.



- §USR 9-509. PERSONS ENTITLED TO FILE A RECORD.
- §USR 9-510. EFFECTIVENESS OF FILED RECORD.
- <u>§USR 9-511</u>. SECURED PARTY OF RECORD.
- §USR 9-512. AMENDMENT OF FINANCING STATEMENT.
- <u>§USR 9-513</u>. TERMINATION STATEMENT.
- §USR 9-514. ASSIGNMENT OF POWERS OF SECURED PARTY OF RECORD.
- <u>\$USR 9-515</u>. DURATION AND EFFECTIVENESS OF FINANCING STATEMENT; EFFECT OF LAPSED FINANCING STATEMENT.
- §USR 9-516. WHAT CONSTITUTES FILING; EFFECTIVENESS OF FILING.
- §USR 9-517. EFFECT OF INDEXING ERRORS.
- <u>\$USR 9-518</u>. CLAIM CONCERNING INACCURATE OR WRONGFULLY FILED RECORD.

# [Subpart 2. Duties and Operation of Filing Office]

- <u>\$USR 9-519</u>. NUMBERING, MAINTAINING, AND INDEXING RECORDS; COMMUNICATING INFORMATION PROVIDED IN RECORDS.
- §USR 9-520. ACCEPTANCE AND REFUSAL TO ACCEPT RECORD.
- <u>\$USR 9-521</u>. UNIFORM FORM OF WRITTEN FINANCING STATEMENT AND AMENDMENT.
- <u>§USR 9-522</u>. MAINTENANCE AND DESTRUCTION OF RECORDS.
- <u>\$USR 9-523</u>. INFORMATION FROM FILING OFFICE; SALE OR LICENSE OF RECORDS.
- <u>§USR 9-524</u>. DELAY BY FILING OFFICE.
- §USR 9-525. FEES.
- <u>§USR 9-526</u>. FILING-OFFICE RULES.
- <u>§USR 9-527</u>. DUTY TO REPORT.

### Part 6. Default

[Subpart 1. Default and Enforcement of Security Interest]

- <u>§USR 9-601</u>. RIGHTS AFTER DEFAULT; JUDICIAL ENFORCEMENT; CONSIGNOR OR BUYER OF ACCOUNTS, CHATTEL PAPER, PAYMENT INTANGIBLES, OR PROMISSORY NOTES.
- §USR 9-602. WAIVER AND VARIANCE OF RIGHTS AND DUTIES.
- §USR 9-603. AGREEMENT ON STANDARDS CONCERNING RIGHTS AND DUTIES.
- <u>\$USR 9-604</u>. PROCEDURE IF SECURITY AGREEMENT COVERS REAL PROPERTY OR FIXTURES.
- §USR 9-605. UNKNOWN DEBTOR OR SECONDARY OBLIGOR.
- <u>§USR 9-606</u>. TIME OF DEFAULT FOR AGRICULTURAL LIEN.
- <u>\$USR 9-607</u>. COLLECTION AND ENFORCEMENT BY SECURED PARTY.
- <u>\$USR 9-608</u>. APPLICATION OF PROCEEDS OF COLLECTION OR ENFORCEMENT; LIABILITY FOR DEFICIENCY AND RIGHT TO SURPLUS.
- <u>\$USR 9-609</u>. SECURED PARTY'S RIGHT TO TAKE POSSESSION AFTER DEFAULT.
- <u>§USR 9-610</u>. DISPOSITION OF COLLATERAL AFTER DEFAULT.
- §USR 9-611. NOTIFICATION BEFORE DISPOSITION OF COLLATERAL.
- <u>\$USR 9-612</u>. TIMELINESS OF NOTIFICATION BEFORE DISPOSITION OF COLLATERAL.
- <u>\$USR 9-613</u>. CONTENTS AND FORM OF NOTIFICATION BEFORE DISPOSITION OF COLLATERAL: GENERAL.



- <u>\$USR 9-614</u>. CONTENTS AND FORM OF NOTIFICATION BEFORE DISPOSITION OF COLLATERAL: CONSUMER-GOODS TRANSACTION.
- <u>\$USR 9-615</u>. APPLICATION OF PROCEEDS OF DISPOSITION; LIABILITY FOR DEFICIENCY AND RIGHT TO SURPLUS.
- <u>\$USR 9-616</u>. EXPLANATION OF CALCULATION OF SURPLUS OR DEFICIENCY.
- §USR 9-617. RIGHTS OF TRANSFEREE OF COLLATERAL.
- §USR 9-618. RIGHTS AND DUTIES OF CERTAIN SECONDARY OBLIGORS.
- <u>§USR 9-619</u>. TRANSFER OF RECORD OR LEGAL TITLE.
- <u>\$USR 9-620</u>. ACCEPTANCE OF COLLATERAL IN FULL OR PARTIAL SATISFACTION OF OBLIGATION; COMPULSORY DISPOSITION OF COLLATERAL.
- §USR 9-621. NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL.
- §USR 9-622. EFFECT OF ACCEPTANCE OF COLLATERAL.
- §USR 9-623. RIGHT TO REDEEM COLLATERAL.
- <u>§USR 9-624</u>. WAIVER.

# [Subpart 2. Noncompliance with Article]

- <u>\$USR 9-625</u>. REMEDIES FOR SECURED PARTY'S FAILURE TO COMPLY WITH ARTICLE.
- §USR 9-626. ACTION IN WHICH DEFICIENCY OR SURPLUS IS IN ISSUE.
- <u>\$USR 9-627</u>. DETERMINATION OF WHETHER CONDUCT WAS COMMERCIALLY REASONABLE.
- <u>§USR 9-628</u>. NONLIABILITY AND LIMITATION ON LIABILITY OF SECURED PARTY; LIABILITY OF SECONDARY OBLIGOR.

# **Part 7. Transition**

- §USR 9-701. EFFECTIVE DATE.
- §USR 9-702. SAVINGS CLAUSE.
- §USR 9-703. SECURITY INTEREST PERFECTED BEFORE EFFECTIVE DATE.
- <u>\$USR 9-704</u>. SECURITY INTEREST UNPERFECTED BEFORE EFFECTIVE DATE.
- <u>\$USR 9-705</u>. EFFECTIVENESS OF ACTION TAKEN BEFORE EFFECTIVE DATE.
- <u>\$USR 9-706</u>. WHEN INITIAL FINANCING STATEMENT SUFFICES TO CONTINUE EFFECTIVENESS OF FINANCING STATEMENT.
- §USR 9-707. AMENDMENT OF PRE-EFFECTIVE-DATE FINANCING STATEMENT.
- <u>\$USR 9-708</u>. PERSONS ENTITLED TO FILE INITIAL FINANCING STATEMENT OR CONTINUATION STATEMENT.
- §USR 9-709. PRIORITY.

