

Amendment No. 01 (for drafter's use only)

	<u>Senate</u>	CHAMBER ACTION	<u>House</u>
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ORIGINAL STAMP BELOW

The Committee on Judicial Oversight offered the following:

**Amendment (with title amendment)**

On page 4, line 30  
remove from the bill: everything after the enacting clause  
and insert in lieu thereof:

Section 1. Part I of chapter 679, Florida Statutes,  
consisting of sections 679.101, 679.102, 679.103, 679.104,  
679.105, 679.106, 679.107, 679.108, 679.109, 679.110, 679.112,  
679.113, 679.114, 679.115, and 679.116, Florida Statutes, is  
repealed and a new part I of that chapter, consisting of  
sections 679.1011, 679.1021, 679.1031, 679.1041, 679.1051,  
679.1061, 679.1071, 679.1081, 679.1091, and 679.1101, Florida  
Statutes, is created to read:

PART I

GENERAL PROVISIONS

679.1011 Short title.--This chapter may be cited as  
Uniform Commercial Code-Secured Transactions.

679.1021 Definitions and index of definitions.--

(1) In this chapter, the term:

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

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

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

29           (d) "Accounting," except as used in the term  
30 "accounting for," means a record:

- 31           1. Authenticated by a secured party;

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1           2. Indicating the aggregate unpaid secured obligations  
2 as of a date not more than 35 days earlier or 35 days later  
3 than the date of the record; and

4           3. Identifying the components of the obligations in  
5 reasonable detail.

6           (e) "Agricultural lien" means an interest, other than  
7 a security interest, in farm products:

8           1. Which secures payment or performance of an  
9 obligation for:

10           a. Goods or services furnished in connection with a  
11 debtor's farming operation; or

12           b. Rent on real property leased by a debtor in  
13 connection with the debtor's farming operation;

14           2. Which is created by statute in favor of a person  
15 who:

16           a. In the ordinary course of the person's business  
17 furnished goods or services to a debtor in connection with a  
18 debtor's farming operation; or

19           b. Leased real property to a debtor in connection with  
20 the debtor's farming operation; and

21           3. Whose effectiveness does not depend on the person's  
22 possession of the personal property.

23           (f) "As-extracted collateral" means:

24           1. Oil, gas, or other minerals that are subject to a  
25 security interest that:

26           a. Is created by a debtor having an interest in the  
27 minerals before extraction; and

28           b. Attaches to the minerals as extracted; or

29           2. Accounts arising out of the sale at the wellhead or  
30 minehead of oil, gas, or other minerals in which the debtor  
31 had an interest before extraction.

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1           (g) "Authenticate" means:  
2           1. To sign; or  
3           2. To execute or otherwise adopt a symbol, or encrypt  
4 or similarly process a record in whole or in part, with the  
5 present intent of the authenticating person to identify the  
6 person and adopt or accept a record.

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

11           (i) "Cash proceeds" means proceeds that are money,  
12 checks, deposit accounts, or the like.

13           (j) "Certificate of title" means a certificate of  
14 title with respect to which a statute provides for the  
15 security interest in question to be indicated on the  
16 certificate as a condition or result of the security  
17 interest's obtaining priority over the rights of a lien  
18 creditor with respect to the collateral.

19           (k) "Chattel paper" means a record or records that  
20 evidence both a monetary obligation and a security interest in  
21 specific goods, a security interest in specific goods and  
22 software used in the goods, a security interest in specific  
23 goods and license of software used in the goods, a lease of  
24 specific goods, or a lease of specific goods and license of  
25 software used in the goods. In this paragraph, "monetary  
26 obligation" means a monetary obligation secured by the goods  
27 or owed under a lease of the goods and includes a monetary  
28 obligation with respect to software used in the goods. The  
29 term does not include charters or other contracts involving  
30 the use or hire of a vessel or records that evidence a right  
31 to payment arising out of the use of a credit or charge card

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1 or information contained on or for use with the card. If a  
2 transaction is evidenced by records that include an instrument  
3 or series of instruments, the group of records taken together  
4 constitutes chattel paper.

5 (l) "Collateral" means the property subject to a  
6 security interest or agricultural lien. The term includes:

7 1. Proceeds to which a security interest attaches;

8 2. Accounts, chattel paper, payment intangibles, and

9 promissory notes that have been sold; and

10 3. Goods that are the subject of a consignment.

11 (m) "Commercial tort claim" means a claim arising in  
12 tort with respect to which:

13 1. The claimant is an organization; or

14 2. The claimant is an individual and the claim:

15 a. Arose in the course of the claimant's business or  
16 profession; and

17 b. Does not include damages arising out of personal  
18 injury to or the death of an individual.

19 (n) "Commodity account" means an account maintained by  
20 a commodity intermediary in which a commodity contract is  
21 carried for a commodity customer.

22 (o) "Commodity contract" means a commodity futures  
23 contract, an option on a commodity futures contract, a  
24 commodity option, or another contract if the contract or  
25 option is:

26 1. Traded on or subject to the rules of a board of  
27 trade that has been designated as a contract market for such a  
28 contract pursuant to federal commodities laws; or

29 2. Traded on a foreign commodity board of trade,  
30 exchange, or market, and is carried on the books of a  
31 commodity intermediary for a commodity customer.

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

4           (q) "Commodity intermediary" means a person who:

- 5           1. Is registered as a futures commission merchant  
6 under federal commodities law; or  
7           2. In the ordinary course of the person's business  
8 provides clearance or settlement services for a board of trade  
9 that has been designated as a contract market pursuant to  
10 federal commodities law.

11           (r) "Communicate" means:

- 12           1. To send a written or other tangible record;  
13           2. To transmit a record by any means agreed upon by  
14 the persons sending and receiving the record; or  
15           3. In the case of transmission of a record to or by a  
16 filing office, to transmit a record by any means prescribed by  
17 filing-office rule.

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

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

- 23           1. The merchant:  
24           a. Deals in goods of that kind under a name other than  
25 the name of the person making delivery;  
26           b. Is not an auctioneer; and  
27           c. Is not generally known by its creditors to be  
28 substantially engaged in selling the goods of others;  
29           2. With respect to each delivery, the aggregate value  
30 of the goods is \$1,000 or more at the time of delivery;  
31           3. The goods are not consumer goods immediately before

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1 delivery; and

2 4. The transaction does not create a security interest  
3 that secures an obligation.

4 (u) "Consignor" means a person who delivers goods to a  
5 consignee in a consignment.

6 (v) "Consumer debtor" means a debtor in a consumer  
7 transaction.

8 (w) "Consumer goods" means goods that are used or  
9 bought for use primarily for personal, family, or household  
10 purposes.

11 (x) "Consumer-goods transaction" means a consumer  
12 transaction in which:

13 1. An individual incurs an obligation primarily for  
14 personal, family, or household purposes; and

15 2. A security interest in consumer goods secures the  
16 obligation.

17 (y) "Consumer obligor" means an obligor who is an  
18 individual and who incurred the obligation as part of a  
19 transaction entered into primarily for personal, family, or  
20 household purposes.

21 (z) "Consumer transaction" means a transaction in  
22 which an individual incurs an obligation primarily for  
23 personal, family, or household purposes; a security interest  
24 secures the obligation; and the collateral is held or acquired  
25 primarily for personal, family, or household purposes. The  
26 term includes consumer-goods transactions.

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

29 1. Identifies, by its file number, the initial  
30 financing statement to which it relates; and

31 2. Indicates that it is a continuation statement for,

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1 or that it is filed to continue the effectiveness of, the  
2 identified financing statement.

3 (bb) "Debtor" means:

4 1. A person having an interest, other than a security  
5 interest or other lien, in the collateral, whether or not the  
6 person is an obligor;

7 2. A seller of accounts, chattel paper, payment  
8 intangibles, or promissory notes; or

9 3. A consignee.

10 (cc) "Deposit account" means a demand, time, savings,  
11 passbook, or similar account maintained with a bank. The term  
12 does not include investment property or accounts evidenced by  
13 an instrument.

14 (dd) "Document" means a document of title or a receipt  
15 of the type described in s. 677.201(2).

16 (ee) "Electronic chattel paper" means chattel paper  
17 evidenced by a record or records consisting of information  
18 stored in an electronic medium.

19 (ff) "Encumbrance" means a right, other than an  
20 ownership interest, in real property. The term includes  
21 mortgages and other liens on real property.

22 (gg) "Equipment" means goods other than inventory,  
23 farm products, or consumer goods.

24 (hh) "Farm products" means goods, other than standing  
25 timber, with respect to which the debtor is engaged in a  
26 farming operation and which are:

27 1. Crops grown, growing, or to be grown, including:

28 a. Crops produced on trees, vines, and bushes; and

29 b. Aquatic goods produced in aquacultural operations;

30 2. Livestock, born or unborn, including aquatic goods  
31 produced in aquacultural operations;



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1           3. Supplies used or produced in a farming operation;  
2 or

3           4. Products of crops or livestock in their  
4 unmanufactured states.

5           (ii) "Farming operation" means raising, cultivating,  
6 propagating, fattening, grazing, or any other farming,  
7 livestock, or aquacultural operation.

8           (jj) "File number" means the number assigned to an  
9 initial financing statement pursuant to s. 679.519(1).

10           (kk) "Filing office" means an office designated in s.  
11 679.5011 as the place to file a financing statement.

12           (ll) "Filing-office rule" means a rule adopted  
13 pursuant to s. 679.526.

14           (mm) "Financing statement" means a record or records  
15 composed of an initial financing statement and any filed  
16 record relating to the initial financing statement.

17           (nn) "Fixture filing" means the filing of a financing  
18 statement covering goods that are or are to become fixtures  
19 and satisfying s. 679.502(1) and (2). The term includes the  
20 filing of a financing statement covering goods of a  
21 transmitting utility which are or are to become fixtures.

22           (oo) "Fixtures" means goods that have become so  
23 related to particular real property that an interest in them  
24 arises under real property law.

25           (pp) "General intangible" means any personal property,  
26 including things in action, other than accounts, chattel  
27 paper, commercial tort claims, deposit accounts, documents,  
28 goods, instruments, investment property, letter-of-credit  
29 rights, letters of credit, money, and oil, gas, or other  
30 minerals before extraction. The term includes payment  
31 intangibles and software.

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1           (qq) "Good faith" means honesty in fact and the  
2 observance of reasonable commercial standards of fair dealing.

3           (rr) "Goods" means all things that are movable when a  
4 security interest attaches. The term includes fixtures;  
5 standing timber that is to be cut and removed under a  
6 conveyance or contract for sale; the unborn young of animals;  
7 crops grown, growing, or to be grown, even if the crops are  
8 produced on trees, vines, or bushes; and manufactured homes.  
9 The term also includes a computer program embedded in goods  
10 and any supporting information provided in connection with a  
11 transaction relating to the program if the program is  
12 associated with the goods in such a manner that it customarily  
13 is considered part of the goods, or by becoming the owner of  
14 the goods, a person acquires a right to use the program in  
15 connection with the goods. The term does not include a  
16 computer program embedded in goods that consist solely of the  
17 medium in which the program is embedded. The term also does  
18 not include accounts, chattel paper, commercial tort claims,  
19 deposit accounts, documents, general intangibles, instruments,  
20 investment property, letter-of-credit rights, letters of  
21 credit, money, or oil, gas, or other minerals before  
22 extraction.

23           (ss) "Governmental unit" means a subdivision, agency,  
24 department, county, parish, municipality, or other unit of the  
25 government of the United States, a state, or a foreign  
26 country. The term includes an organization having a separate  
27 corporate existence if the organization is eligible to issue  
28 debt on which interest is exempt from income taxation under  
29 the laws of the United States.

30           (tt) "Health-care-insurance receivable" means an  
31 interest in or claim under a policy of insurance which is a

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1 right to payment of a monetary obligation for health-care  
2 goods or services provided.

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

13 (vv) "Inventory" means goods, other than farm  
14 products, which:

- 15 1. Are leased by a person as lessor;
- 16 2. Are held by a person for sale or lease or to be  
17 furnished under a contract of service;
- 18 3. Are furnished by a person under a contract of  
19 service; or
- 20 4. Consist of raw materials, work in process, or  
21 materials used or consumed in a business.

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

25 (xx) "Jurisdiction of organization," with respect to a  
26 registered organization, means the jurisdiction under whose  
27 law the organization is organized.

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

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1 of a beneficiary to demand payment or performance under a  
2 letter of credit.

3 (zz) "Lien creditor" means:

4 1. A creditor that has acquired a lien on the property  
5 involved by attachment, levy, or the like;

6 2. An assignee for benefit of creditors from the time  
7 of assignment;

8 3. A trustee in bankruptcy from the date of the filing  
9 of the petition; or

10 4. A receiver in equity from the time of appointment.

11 (aaa) "Manufactured home" means a structure,  
12 transportable in one or more sections, which, in the traveling  
13 mode, is eight body feet or more in width or 40 body feet or  
14 more in length, or, when erected on site, is 320 or more  
15 square feet, and which is built on a permanent chassis and  
16 designed to be used as a dwelling with or without a permanent  
17 foundation when connected to the required utilities, and  
18 includes the plumbing, heating, air-conditioning, and  
19 electrical systems contained therein. The term includes any  
20 structure that meets all of the requirements of this paragraph  
21 except the size requirements and with respect to which the  
22 manufacturer voluntarily files a certification required by the  
23 United States Secretary of Housing and Urban Development and  
24 complies with the standards established under Title 42 of the  
25 United States Code.

26 (bbb) "Manufactured-home transaction" means a secured  
27 transaction:

28 1. That creates a purchase-money security interest in  
29 a manufactured home, other than a manufactured home held as  
30 inventory; or

31 2. In which a manufactured home, other than a

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1 manufactured home held as inventory, is the primary  
2 collateral.

3 (ccc) "Mortgage" means a consensual interest in real  
4 property, including fixtures, which secures payment or  
5 performance of an obligation, which interest was created or  
6 derived from an instrument described in s. 697.01.

7 (ddd) "New debtor" means a person who becomes bound as  
8 debtor under s. 679.2031(4) by a security agreement previously  
9 entered into by another person.

10 (eee) "New value" means money; money's worth in  
11 property, services, or new credit; or release by a transferee  
12 of an interest in property previously transferred to the  
13 transferee. The term does not include an obligation  
14 substituted for another obligation.

15 (fff) "Noncash proceeds" means proceeds other than  
16 cash proceeds.

17 (ggg) "Obligor" means a person who, with respect to an  
18 obligation secured by a security interest in or an  
19 agricultural lien on the collateral, owes payment or other  
20 performance of the obligation, has provided property other  
21 than the collateral to secure payment or other performance of  
22 the obligation, or is otherwise accountable in whole or in  
23 part for payment or other performance of the obligation. The  
24 term does not include issuers or nominated persons under a  
25 letter of credit.

26 (hhh) "Original debtor," except as used in s.  
27 679.3101(3), means a person who, as debtor, entered into a  
28 security agreement to which a new debtor has become bound  
29 under s. 679.2031(4).

30 (iii) "Payment intangible" means a general intangible  
31 under which the account debtor's principal obligation is a

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1 monetary obligation.

2 (jjj) "Person related to," with respect to an  
3 individual, means:

4 1. The spouse of the individual;

5 2. A brother, brother-in-law, sister, or sister-in-law  
6 of the individual;

7 3. An ancestor or lineal descendant of the individual  
8 or the individual's spouse; or

9 4. Any other relative, by blood or marriage, of the  
10 individual or the individual's spouse who shares the same home  
11 with the individual.

12 (kkk) "Person related to," with respect to an  
13 organization, means:

14 1. A person directly or indirectly controlling,  
15 controlled by, or under common control with the organization;

16 2. An officer or director of, or a person performing  
17 similar functions with respect to, the organization;

18 3. An officer or director of, or a person performing  
19 similar functions with respect to, a person described in  
20 subparagraph 1.;

21 4. The spouse of an individual described in  
22 subparagraph 1., subparagraph 2., or subparagraph 3.; or

23 5. An individual who is related by blood or marriage  
24 to an individual described in subparagraph 1., subparagraph  
25 2., subparagraph 3., or subparagraph 4. and shares the same  
26 home with the individual.

27 (lll) "Proceeds," except as used in s. 679.609(2),  
28 means the following property:

29 1. Whatever is acquired upon the sale, lease, license,  
30 exchange, or other disposition of collateral;

31 2. Whatever is collected on, or distributed on account

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1 of, collateral;

2 3. Rights arising out of collateral;

3 4. To the extent of the value of collateral, claims  
4 arising out of the loss, nonconformity, or interference with  
5 the use of, defects or infringement of rights in, or damage  
6 to, the collateral; or

7 5. To the extent of the value of collateral and to the  
8 extent payable to the debtor or the secured party, insurance  
9 payable by reason of the loss or nonconformity of, defects or  
10 infringement of rights in, or damage to, the collateral.

11 (mmm) "Promissory note" means an instrument that  
12 evidences a promise to pay a monetary obligation, does not  
13 evidence an order to pay, and does not contain an  
14 acknowledgment by a bank that the bank has received for  
15 deposit a sum of money or funds.

16 (nnn) "Proposal" means a record authenticated by a  
17 secured party which includes the terms on which the secured  
18 party is willing to accept collateral in full or partial  
19 satisfaction of the obligation it secures pursuant to ss.  
20 679.620, 679.621, and 679.622.

21 (ooo) "Public-finance transaction" means a secured  
22 transaction in connection with which:

23 1. Debt securities are issued;

24 2. All or a portion of the securities issued have an  
25 initial stated maturity of at least 20 years; and

26 3. The debtor, obligor, secured party, account debtor  
27 or other person obligated on collateral, assignor or assignee  
28 of a secured obligation, or assignor or assignee of a security  
29 interest is a state or a governmental unit of a state.

30 (ppp) "Pursuant to commitment," with respect to an  
31 advance made or other value given by a secured party, means

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1 pursuant to the secured party's obligation, whether or not a  
2 subsequent event of default or other event not within the  
3 secured party's control has relieved or may relieve the  
4 secured party from its obligation.

5 (qqq) "Record," except as used in the terms "for  
6 record," "of record," "record or legal title," and "record  
7 owner," means information that is inscribed on a tangible  
8 medium or that is stored in an electronic or other medium and  
9 is retrievable in perceivable form.

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

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

- 17 1. The obligor's obligation is secondary; or  
18 2. The obligor has a right of recourse with respect to  
19 an obligation secured by collateral against the debtor,  
20 another obligor, or property of either.

21 (ttt) "Secured party" means:

- 22 1. A person in whose favor a security interest is  
23 created or provided for under a security agreement, whether or  
24 not any obligation to be secured is outstanding;  
25 2. A person who holds an agricultural lien;  
26 3. A consignor;  
27 4. A person to whom accounts, chattel paper, payment  
28 intangibles, or promissory notes have been sold;  
29 5. A trustee, indenture trustee, agent, collateral  
30 agent, or other representative in whose favor a security  
31 interest or agricultural lien is created or provided for; or



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1           6. A person who holds a security interest arising  
2 under s. 672.401, s. 672.505, s. 672.711(3), s. 680.508(5), s.  
3 674.2101, or s. 675.118.

4           (uuu) "Security agreement" means an agreement that  
5 creates or provides for a security interest.

6           (vvv) "Send," in connection with a record or  
7 notification, means:

8           1. To deposit in the mail, deliver for transmission,  
9 or transmit by any other usual means of communication, with  
10 postage or cost of transmission provided for, addressed to any  
11 address reasonable under the circumstances; or

12           2. To cause the record or notification to be received  
13 within the time that it would have been received if properly  
14 sent under subparagraph 1.

15           (www) "Software" means a computer program and any  
16 supporting information provided in connection with a  
17 transaction relating to the program. The term does not include  
18 a computer program that is included in the definition of  
19 goods.

20           (xxx) "State" means a state of the United States, the  
21 District of Columbia, Puerto Rico, the United States Virgin  
22 Islands, or any territory or insular possession subject to the  
23 jurisdiction of the United States.

24           (yyy) "Supporting obligation" means a letter-of-credit  
25 right or secondary obligation that supports the payment or  
26 performance of an account, chattel paper, a document, a  
27 general intangible, an instrument, or investment property.

28           (zzz) "Tangible chattel paper" means chattel paper  
29 evidenced by a record or records consisting of information  
30 that is inscribed on a tangible medium.

31           (aaaa) "Termination statement" means an amendment of a

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1 financing statement which:  
2       1. Identifies, by its file number, or if a fixture  
3 filing, by the official records book and page number, the  
4 initial financing statement to which it relates; and  
5       2. Indicates either that it is a termination statement  
6 or that the identified financing statement is no longer  
7 effective.  
8       (bbbb) "Transmitting utility" means a person primarily  
9 engaged in the business of:  
10       1. Operating a railroad, subway, street railway, or  
11 trolley bus;  
12       2. Transmitting communications electrically,  
13 electromagnetically, or by light;  
14       3. Transmitting goods by pipeline or sewer; or  
15       4. Transmitting or producing and transmitting  
16 electricity, steam, gas, or water.  
17       (2) The following definitions in other chapters apply  
18 to this chapter:  
19       "Applicant" s. 675.103.  
20       "Beneficiary" s. 675.103.  
21       "Broker" s. 678.1021.  
22       "Certificated security" s. 678.1021.  
23       "Check" s. 673.1041.  
24       "Clearing corporation" s. 678.1021.  
25       "Contract for sale" s. 672.106.  
26       "Customer" s. 674.104.  
27       "Entitlement holder" s. 678.1021.  
28       "Financial asset" s. 678.1021.  
29       "Holder in due course" s. 673.3021.  
30       "Issuer" (with respect to a letter of credit or  
31 letter-of-credit right) s. 675.103.

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1	<u>"Issuer" (with respect to a security)</u>	s. 678.2011.
2	<u>"Lease"</u>	s. 680.1031.
3	<u>"Lease agreement"</u>	s. 680.1031.
4	<u>"Lease contract"</u>	s. 680.1031.
5	<u>"Leasehold interest"</u>	s. 680.1031.
6	<u>"Lessee"</u>	s. 680.1031.
7	<u>"Lessee in ordinary course of business"</u>	s. 680.1031.
8	<u>"Lessor"</u>	s. 680.1031.
9	<u>"Lessor's residual interest"</u>	s. 680.1031.
10	<u>"Letter of credit"</u>	s. 675.103.
11	<u>"Merchant"</u>	s. 672.104.
12	<u>"Negotiable instrument"</u>	s. 673.1041.
13	<u>"Nominated person"</u>	s. 675.103.
14	<u>"Note"</u>	s. 673.1041.
15	<u>"Proceeds of a letter of credit"</u>	s. 675.114.
16	<u>"Prove"</u>	s. 673.1031.
17	<u>"Sale"</u>	s. 672.106.
18	<u>"Securities account"</u>	s. 678.5011.
19	<u>"Securities intermediary"</u>	s. 678.1021.
20	<u>"Security"</u>	s. 678.1021.
21	<u>"Security certificate"</u>	s. 678.1021.
22	<u>"Security entitlement"</u>	s. 678.1021.
23	<u>"Uncertificated security"</u>	s. 678.1021.

24 (3) Chapter 671 contains general definitions and  
 25 principles of construction and interpretation applicable  
 26 throughout this chapter.

27 679.1031 Purchase-money security interest; application  
 28 of payments; burden of establishing.--

29 (1) In this section, the term:

30 (a) "Purchase-money collateral" means goods or  
 31 software that secures a purchase-money obligation incurred

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1 with respect to that collateral.

2 (b) "Purchase-money obligation" means an obligation of  
3 an obligor incurred as all or part of the price of the  
4 collateral or for value given to enable the debtor to acquire  
5 rights in or the use of the collateral if the value is in fact  
6 so used.

7 (2) A security interest in goods is a purchase-money  
8 security interest:

9 (a) To the extent that the goods are purchase-money  
10 collateral with respect to that security interest;

11 (b) If the security interest is in inventory that is  
12 or was purchase-money collateral, also to the extent that the  
13 security interest secures a purchase-money obligation incurred  
14 with respect to other inventory in which the secured party  
15 holds or held a purchase-money security interest; and

16 (c) Also to the extent that the security interest  
17 secures a purchase-money obligation incurred with respect to  
18 software in which the secured party holds or held a  
19 purchase-money security interest.

20 (3) A security interest in software is a  
21 purchase-money security interest to the extent that the  
22 security interest also secures a purchase-money obligation  
23 incurred with respect to goods in which the secured party  
24 holds or held a purchase-money security interest if:

25 (a) The debtor acquired interest in the software in an  
26 integrated transaction in which the debtor acquired an  
27 interest in the goods; and

28 (b) The debtor acquired interest in the software for  
29 the principal purpose of using the software in the goods.

30 (4) The security interest of a consignor in goods that  
31 are the subject of a consignment is a purchase-money security

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1 interest in inventory.

2 (5) If the extent to which a security interest is a  
3 purchase-money security interest depends on the application of  
4 a payment to a particular obligation, the payment must be  
5 applied:

6 (a) In accordance with any reasonable method of  
7 application to which the parties agree;

8 (b) In the absence of the parties' agreement to a  
9 reasonable method, in accordance with any intention of the  
10 obligor manifested at or before the time of payment; or

11 (c) In the absence of an agreement to a reasonable  
12 method and a timely manifestation of the obligor's intention,  
13 in the following order:

14 1. To obligations that are not secured; and

15 2. If more than one obligation is secured, to  
16 obligations secured by purchase-money security interests in  
17 the order in which those obligations were incurred.

18 (6) A purchase-money security interest does not lose  
19 its status as such, even if:

20 (a) The purchase-money collateral also secures an  
21 obligation that is not a purchase-money obligation;

22 (b) Collateral that is not purchase-money collateral  
23 also secures the purchase-money obligation; or

24 (c) The purchase-money obligation has been renewed,  
25 refinanced, consolidated, or restructured.

26 (7) A secured party claiming a purchase-money security  
27 interest has the burden of establishing the extent to which  
28 the security interest is a purchase-money security interest.

29 679.1041 Control of deposit account.--

30 (1) A secured party has control of a deposit account  
31 if:

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1           (a) The secured party is the bank with which the  
2 deposit account is maintained;

3           (b) The debtor, secured party, and bank have agreed in  
4 an authenticated record that the bank will comply with  
5 instructions originated by the secured party directing  
6 disposition of the funds in the deposit account without  
7 further consent by the debtor; or

8           (c) The secured party becomes the bank's customer with  
9 respect to the deposit account.

10           (2) A secured party that has satisfied subsection (1)  
11 has control, even if the debtor retains the right to direct  
12 the disposition of funds from the deposit account.

13           679.1051 Control of electronic chattel paper.--A  
14 secured party has control of electronic chattel paper if the  
15 record or records comprising the chattel paper are created,  
16 stored, and assigned in such a manner that:

17           (1) A single authoritative copy of the record or  
18 records exists which is unique, identifiable and, except as  
19 otherwise provided in subsections (4), (5), and (6),  
20 unalterable;

21           (2) The authoritative copy identifies the secured  
22 party as the assignee of the record or records;

23           (3) The authoritative copy is communicated to and  
24 maintained by the secured party or its designated custodian;

25           (4) Copies or revisions that add or change an  
26 identified assignee of the authoritative copy can be made only  
27 with the participation of the secured party;

28           (5) Each copy of the authoritative copy and any copy  
29 of a copy is readily identifiable as a copy that is not the  
30 authoritative copy; and

31           (6) Any revision of the authoritative copy is readily

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1 identifiable as an authorized or unauthorized revision.

2 679.1061 Control of investment property.--

3 (1) A person has control of a certificated security,  
4 uncertificated security, or security entitlement as provided  
5 in s. 678.1061.

6 (2) A secured party has control of a commodity  
7 contract if:

8 (a) The secured party is the commodity intermediary  
9 with which the commodity contract is carried; or

10 (b) The commodity customer, secured party, and  
11 commodity intermediary have agreed that the commodity  
12 intermediary will apply any value distributed on account of  
13 the commodity contract as directed by the secured party  
14 without further consent by the commodity customer.

15 (3) A secured party having control of all security  
16 entitlements or commodity contracts carried in a securities  
17 account or commodity account has control over the securities  
18 account or commodity account.

19 679.1071 Control of letter-of-credit right.--A secured  
20 party has control of a letter-of-credit right to the extent of  
21 any right to payment or performance by the issuer or any  
22 nominated person if the issuer or nominated person has  
23 consented to an assignment of proceeds of the letter of credit  
24 under s. 675.114(3) or otherwise applicable law or practice.

25 679.1081 Sufficiency of description.--

26 (1) Except as otherwise provided herein and in  
27 subsections (3), (4), and (5), a description of personal or  
28 real property is sufficient, whether or not it is specific, if  
29 it reasonably identifies what is described. A description of  
30 real estate in a record filed to perfect a security interest  
31 in crops growing or to be grown or goods which are or are to

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1 become fixtures shall be sufficient only if the filing or  
2 recording of the same constitutes constructive notice under  
3 the laws of this state, other than this chapter, which are  
4 applicable to the filing or recording of a record of a  
5 mortgage, and a mailing or street address alone shall not be  
6 sufficient.

7 (2) Except as otherwise provided in subsection (4), a  
8 description of collateral reasonably identifies the collateral  
9 if it identifies the collateral by:

10 (a) Specific listing;

11 (b) Category;

12 (c) Except as otherwise provided in subsection (5), a  
13 type of collateral defined in the Uniform Commercial Code;

14 (d) Quantity;

15 (e) Computational or allocational formula or  
16 procedure; or

17 (f) Except as otherwise provided in subsection (3),  
18 any other method, if the identity of the collateral is  
19 objectively determinable.

20 (3) A description of collateral as "all the debtor's  
21 assets" or "all the debtor's personal property" or using words  
22 of similar import does not reasonably identify the collateral  
23 for purposes of the security agreement.

24 (4) Except as otherwise provided in subsection (5), a  
25 description of a security entitlement, securities account, or  
26 commodity account is sufficient if it describes:

27 (a) The collateral by those terms or as investment  
28 property; or

29 (b) The underlying financial asset or commodity  
30 contract.

31 (5) A description only by type of collateral defined



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1 in the Uniform Commercial Code is an insufficient description  
2 of:  
3 (a) A commercial tort claim; or  
4 (b) In a consumer transaction, consumer goods, a  
5 security entitlement, a securities account, or a commodity  
6 account.  
7 679.1091 Scope.--  
8 (1) Except as otherwise provided in subsections (3)  
9 and (4), this chapter applies to:  
10 (a) A transaction, regardless of its form, that  
11 creates a security interest in personal property or fixtures  
12 by contract;  
13 (b) An agricultural lien;  
14 (c) A sale of accounts, chattel paper, payment  
15 intangibles, or promissory notes;  
16 (d) A consignment;  
17 (e) A security interest arising under s. 672.401, s.  
18 672.502, s. 672.711, or s. 680.508(5), as provided in s.  
19 679.1101; and  
20 (f) A security interest arising under s. 674.2101 or  
21 s. 675.118.  
22 (2) The application of this chapter to a security  
23 interest in a secured obligation is not affected by the fact  
24 that the obligation is itself secured by a transaction or  
25 interest to which this chapter does not apply.  
26 (3) This chapter does not apply to the extent that:  
27 (a) A statute, regulation, or treaty of the United  
28 States preempts this chapter;  
29 (b) Another statute of this state expressly governs  
30 the creation, perfection, priority, or enforcement of a  
31 security interest created by this state or a governmental unit

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1 of this state;

2 (c) A statute of another state, a foreign country, or  
3 a governmental unit of another state or a foreign country,  
4 other than a statute generally applicable to security  
5 interests, expressly governs creation, perfection, priority,  
6 or enforcement of a security interest created by the state,  
7 country, or governmental unit; or

8 (d) The rights of a transferee beneficiary or  
9 nominated person under a letter of credit are independent and  
10 superior under s. 675.114.

11 (4) This chapter does not apply to:

12 (a) A landlord's lien, other than an agricultural  
13 lien;

14 (b) A lien, other than an agricultural lien, given by  
15 statute or other rule of law for services or materials, but s.  
16 679.333 applies with respect to priority of the lien;

17 (c) An assignment of a claim for wages, salary, or  
18 other compensation of an employee;

19 (d) A sale of accounts, chattel paper, payment  
20 intangibles, or promissory notes as part of a sale of the  
21 business out of which they arose;

22 (e) An assignment of accounts, chattel paper, payment  
23 intangibles, or promissory notes which is for the purpose of  
24 collection only;

25 (f) An assignment of a right to payment under a  
26 contract to an assignee that is also obligated to perform  
27 under the contract;

28 (g) An assignment of a single account, payment  
29 intangible, or promissory note to an assignee in full or  
30 partial satisfaction of a preexisting indebtedness;

31 (h) A transfer of an interest in or an assignment of a

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1 claim under a policy of insurance, other than an assignment by  
2 or to a health-care provider of a health-care-insurance  
3 receivable and any subsequent assignment of the right to  
4 payment, but ss. 679.3151 and 679.322 apply with respect to  
5 proceeds and priorities in proceeds;  
6 (i) An assignment of a right represented by a  
7 judgment, other than a judgment taken on a right to payment  
8 that was collateral;  
9 (j) A right of recoupment or set-off, but:  
10 1. Section 679.340 applies with respect to the  
11 effectiveness of rights of recoupment or set-off against  
12 deposit accounts; and  
13 2. Section 679.4041 applies with respect to defenses  
14 or claims of an account debtor;  
15 (k) The creation or transfer of an interest in or lien  
16 on real property, including a lease or rents thereunder,  
17 except to the extent that provision is made for:  
18 1. Liens on real property in ss. 679.2031 and  
19 679.3081;  
20 2. Fixtures in s. 679.334;  
21 3. Fixture filings in ss. 679.5011, 679.5021, 679.512,  
22 679.516, and 679.519; and  
23 4. Security agreements covering personal and real  
24 property in s. 679.604;  
25 (l) An assignment of a claim arising in tort, other  
26 than a commercial tort claim, but ss. 679.3151 and 679.322  
27 apply with respect to proceeds and priorities in proceeds;  
28 (m) An assignment of a deposit account, other than a  
29 non-negotiable certificate of deposit, in a consumer  
30 transaction, but ss. 679.3151 and 679.322 apply with respect  
31 to proceeds and priorities in proceeds; or



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1           (2) Nothing in this chapter validates any charge or  
2 practice illegal under any statute or regulation thereunder  
3 governing usury, small loans, retail installment sales, or the  
4 like, or extends the application of any such statute or  
5 regulation to any transaction not otherwise subject thereto.  
6 A transaction, although subject to this chapter, is also  
7 subject to chapters 516 and 520, and in the case of conflict  
8 between the provisions of this chapter and any such statute,  
9 the provisions of such statute shall control. Failure to  
10 comply with any applicable statute has only the effect which  
11 is specified therein.

12           679.2021 Title to collateral immaterial.--Except as  
13 otherwise provided with respect to consignments or sales of  
14 accounts, chattel paper, payment intangibles, or promissory  
15 notes, the provisions of this chapter with regard to rights  
16 and obligations apply whether title to collateral is in the  
17 secured party or the debtor.

18           679.2031 Attachment and enforceability of security  
19 interest; proceeds; supporting obligations; formal  
20 requisites.--

21           (1) A security interest attaches to collateral when it  
22 becomes enforceable against the debtor with respect to the  
23 collateral, unless an agreement expressly postpones the time  
24 of attachment.

25           (2) Except as otherwise provided in subsections (3)  
26 through (9), a security interest is enforceable against the  
27 debtor and third parties with respect to the collateral only  
28 if:

29           (a) Value has been given;

30           (b) The debtor has rights in the collateral or the  
31 power to transfer rights in the collateral to a secured party;

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1 and

2 (c) One of the following conditions is met:

3 1. The debtor has authenticated a security agreement  
4 that provides a description of the collateral and, if the  
5 security interest covers timber to be cut, a description of  
6 the land concerned;

7 2. The collateral is not a certificated security and  
8 is in the possession of the secured party under s. 679.3131  
9 pursuant to the debtor's security agreement;

10 3. The collateral is a certificated security in  
11 registered form and the security certificate has been  
12 delivered to the secured party under S. 678.3011 pursuant to  
13 the debtor's security agreement; or

14 4. The collateral is deposit accounts, electronic  
15 chattel paper, investment property, or letter-of-credit  
16 rights, and the secured party has control under s. 679.1041,  
17 s. 679.1051, s. 679.1061, or s. 679.1071 pursuant to the  
18 debtor's security agreement.

19 (3) Subsection (2) is subject to s. 674.2101 on the  
20 security interest of a collecting bank, s. 675.118 on the  
21 security interest of a letter-of-credit issuer or nominated  
22 person, s. 679.1101 on a security interest arising under  
23 chapter 672 or chapter 680, and s. 679.2061 on security  
24 interests in investment property.

25 (4) A person becomes bound as debtor by a security  
26 agreement entered into by another person if, by operation of  
27 law other than this chapter or by contract:

28 (a) The security agreement becomes effective to create  
29 a security interest in the person's property; or

30 (b) The person becomes generally obligated for the  
31 obligations of the other person, including the obligation

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1 secured under the security agreement, and acquires or succeeds  
2 to all or substantially all of the assets of the other person.

3 (5) If a new debtor becomes bound as debtor by a  
4 security agreement entered into by another person:

5 (a) The agreement satisfies subsection (2)(c) with  
6 respect to existing or after-acquired property of the new  
7 debtor to the extent the property is described in the  
8 agreement; and

9 (b) Another agreement is not necessary to make a  
10 security interest in the property enforceable.

11 (6) The attachment of a security interest in  
12 collateral gives the secured party the rights to proceeds  
13 provided by s. 679.3151 and is also attachment of a security  
14 interest in a supporting obligation for the collateral.

15 (7) The attachment of a security interest in a right  
16 to payment or performance secured by a security interest or  
17 other lien on personal or real property is also attachment of  
18 a security interest in the security interest, mortgage, or  
19 other lien.

20 (8) The attachment of a security interest in a  
21 securities account is also attachment of a security interest  
22 in the security entitlements carried in the securities  
23 account.

24 (9) The attachment of a security interest in a  
25 commodity account is also attachment of a security interest in  
26 the commodity contracts carried in the commodity account.

27 679.2041 After-acquired property; future advances.--

28 (1) Except as otherwise provided in subsection (2), a  
29 security agreement may create or provide for a security  
30 interest in after-acquired collateral.

31 (2) A security interest does not attach under a term

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1 constituting an after-acquired property clause to:

2 (a) Consumer goods, other than an accession when given  
3 as additional security, unless the debtor acquires rights in  
4 them within 10 days after the secured party gives value; or

5 (b) A commercial tort claim.

6 (3) A security agreement may provide that collateral  
7 secures, or that accounts, chattel paper, payment intangibles,  
8 or promissory notes are sold in connection with, future  
9 advances or other value, whether or not the advances or value  
10 are given pursuant to commitment.

11 679.2051 Use or disposition of collateral  
12 permissible.--

13 (1) A security interest is not invalid or fraudulent  
14 against creditors solely because:

15 (a) The debtor has the right or ability to:

16 1. Use, commingle, or dispose of all or part of the  
17 collateral, including returned or repossessed goods;

18 2. Collect, compromise, enforce, or otherwise deal  
19 with collateral;

20 3. Accept the return of collateral or make  
21 repossessions; or

22 4. Use, commingle, or dispose of proceeds; or

23 (b) The secured party fails to require the debtor to  
24 account for proceeds or replace collateral.

25 (2) This section does not relax the requirements of  
26 possession if attachment, perfection, or enforcement of a  
27 security interest depends upon possession of the collateral by  
28 the secured party.

29 679.2061 Security interest arising in purchase or  
30 delivery of financial asset.--

31 (1) A security interest in favor of a securities



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1 intermediary attaches to a person's security entitlement if:  
2 (a) The person buys a financial asset through the  
3 securities intermediary in a transaction in which the person  
4 is obligated to pay the purchase price to the securities  
5 intermediary at the time of the purchase; and  
6 (b) The securities intermediary credits the financial  
7 asset to the buyer's securities account before the buyer pays  
8 the securities intermediary.  
9 (2) The security interest described in subsection (1)  
10 secures the person's obligation to pay for the financial  
11 asset.  
12 (3) A security interest in favor of a person who  
13 delivers a certificated security or other financial asset  
14 represented by a writing attaches to the security or other  
15 financial asset if:  
16 (a) The security or other financial asset:  
17 1. In the ordinary course of business is transferred  
18 by delivery with any necessary indorsement or assignment; and  
19 2. Is delivered under an agreement between persons in  
20 the business of dealing with such securities or financial  
21 assets; and  
22 (b) The agreement calls for delivery against payment.  
23 (4) The security interest described in subsection (3)  
24 secures the obligation to make payment for the delivery.  
25 679.2071 Rights and duties of secured party having  
26 possession or control of collateral.--  
27 (1) Except as otherwise provided in subsection (4), a  
28 secured party shall use reasonable care in the custody and  
29 preservation of collateral in the secured party's possession.  
30 In the case of chattel paper or an instrument, reasonable care  
31 includes taking necessary steps to preserve rights against

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1 prior parties unless otherwise agreed.

2 (2) Except as otherwise provided in subsection (4), if  
3 a secured party has possession of collateral:

4 (a) Reasonable expenses, including the cost of  
5 insurance and payment of taxes or other charges, incurred in  
6 the custody, preservation, use, or operation of the collateral  
7 are chargeable to the debtor and are secured by the  
8 collateral;

9 (b) The risk of accidental loss or damage is on the  
10 debtor to the extent of a deficiency in any effective  
11 insurance coverage;

12 (c) The secured party shall keep the collateral  
13 identifiable, but fungible collateral may be commingled; and

14 (d) The secured party may use or operate the  
15 collateral:

16 1. For the purpose of preserving the collateral or its  
17 value;

18 2. As permitted by an order of a court having  
19 competent jurisdiction; or

20 3. Except in the case of consumer goods, in the manner  
21 and to the extent agreed by the debtor.

22 (3) Except as otherwise provided in subsection (4), a  
23 secured party having possession of collateral or control of  
24 collateral under s. 679.1041, s. 679.1051, s. 679.1061, or s.  
25 679.1071:

26 (a) May hold as additional security any proceeds,  
27 except money or funds, received from the collateral;

28 (b) Shall apply money or funds received from the  
29 collateral to reduce the secured obligation, unless remitted  
30 to the debtor; and

31 (c) May create a security interest in the collateral.

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1           (4) If the secured party is a buyer of accounts,  
2 chattel paper, payment intangibles, or promissory notes or a  
3 consignor:

4           (a) Subsection (1) does not apply unless the secured  
5 party is entitled under an agreement:

6           1. To charge back uncollected collateral; or  
7           2. Otherwise to full or limited recourse against the  
8 debtor or a secondary obligor based on the nonpayment or other  
9 default of an account debtor or other obligor on the  
10 collateral; and

11           (b) Subsections (2) and (3) do not apply.

12           679.2081 Additional duties of secured party having  
13 control of collateral.--

14           (1) This section applies to cases in which there is no  
15 outstanding secured obligation and the secured party is not  
16 committed to make advances, incur obligations, or otherwise  
17 give value.

18           (2) Within 10 days after receiving an authenticated  
19 demand by the debtor:

20           (a) A secured party having control of a deposit  
21 account under s. 679.1041(1)(b) shall send to the bank with  
22 which the deposit account is maintained an authenticated  
23 statement that releases the bank from any further obligation  
24 to comply with instructions originated by the secured party;

25           (b) A secured party having control of a deposit  
26 account under s. 679.1041(1)(c) shall:

27           1. Pay the debtor the balance on deposit in the  
28 deposit account; or

29           2. Transfer the balance on deposit into a deposit  
30 account in the debtor's name;

31           (c) A secured party, other than a buyer, having

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1 control of electronic chattel paper under s. 679.1051 shall:  
2 1. Communicate the authoritative copy of the  
3 electronic chattel paper to the debtor or its designated  
4 custodian;  
5 2. If the debtor designates a custodian that is the  
6 designated custodian with which the authoritative copy of the  
7 electronic chattel paper is maintained for the secured party,  
8 communicate to the custodian an authenticated record releasing  
9 the designated custodian from any further obligation to comply  
10 with instructions originated by the secured party and  
11 instructing the custodian to comply with instructions  
12 originated by the debtor; and  
13 3. Take appropriate action to enable the debtor or the  
14 debtor's designated custodian to make copies of or revisions  
15 to the authoritative copy which add or change an identified  
16 assignee of the authoritative copy without the consent of the  
17 secured party;  
18 (d) A secured party having control of investment  
19 property under s. 678.1061(4)(b) or s. 679.1061(2) shall send  
20 to the securities intermediary or commodity intermediary with  
21 which the security entitlement or commodity contract is  
22 maintained an authenticated record that releases the  
23 securities intermediary or commodity intermediary from any  
24 further obligation to comply with entitlement orders or  
25 directions originated by the secured party; and  
26 (e) A secured party having control of a  
27 letter-of-credit right under s. 679.1071 shall send to each  
28 person having an unfulfilled obligation to pay or deliver  
29 proceeds of the letter of credit to the secured party an  
30 authenticated release from any further obligation to pay or  
31 deliver proceeds of the letter of credit to the secured party.

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1           679.209 Duties of secured party if account debtor has  
2 been notified of assignment.--

3           (1) Except as otherwise provided in subsection (3),  
4 this section applies if:

5           (a) There is no outstanding secured obligation; and

6           (b) The secured party is not committed to make  
7 advances, incur obligations, or otherwise give value.

8           (2) Within 10 days after receiving an authenticated  
9 demand by the debtor, a secured party shall send to an account  
10 debtor that has received notification of an assignment to the  
11 secured party as assignee under s. 679.4061(1) an  
12 authenticated record that releases the account debtor from any  
13 further obligation to the secured party.

14           (3) This section does not apply to an assignment  
15 constituting the sale of an account, chattel paper, or payment  
16 intangible.

17           679.210 Request for accounting; request regarding list  
18 of collateral or statement of account.--

19           (1) In this section, the term:

20           (a) "Request" means a record of a type described in  
21 paragraph (b), paragraph (c), or paragraph (d).

22           (b) "Request for an accounting" means a record  
23 authenticated by a debtor requesting that the recipient  
24 provide an accounting of the unpaid obligations secured by  
25 collateral and reasonably identifying the transaction or  
26 relationship that is the subject of the request.

27           (c) "Request regarding a list of collateral" means a  
28 record authenticated by a debtor requesting that the recipient  
29 approve or correct a list of what the debtor believes to be  
30 the collateral securing an obligation and reasonably  
31 identifying the transaction or relationship that is the

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1 subject of the request.

2 (d) "Request regarding a statement of account" means a  
3 record authenticated by a debtor requesting that the recipient  
4 approve or correct a statement indicating what the debtor  
5 believes to be the aggregate amount of unpaid obligations  
6 secured by collateral as of a specified date and reasonably  
7 identifying the transaction or relationship that is the  
8 subject of the request.

9 (e) "Reasonably identifying the transaction or  
10 relationship" means that the request provides information  
11 sufficient for the person to identify the transaction or  
12 relationship and respond to the request. Pursuant to s.  
13 679.603(1), a secured party and debtor may determine by  
14 agreement the standards for measuring fulfillment of this  
15 duty.

16 (f) "Person" means a person or entity that is or was a  
17 secured party or otherwise claims or has claimed an interest  
18 in the collateral.

19 (2) Subject to subsections (3), (4), (5), and (6), a  
20 secured party, other than a buyer of accounts, chattel paper,  
21 payment intangibles, or promissory notes or a consignor, shall  
22 comply with a request within 14 days after receipt:

23 (a) In the case of a request for an accounting, by  
24 authenticating and sending to the debtor an accounting; and

25 (b) In the case of a request regarding a list of  
26 collateral or a request regarding a statement of account, by  
27 authenticating and sending to the debtor an approval or  
28 correction.

29 (3) A secured party that claims a security interest in  
30 all of a particular type of collateral owned by the debtor may  
31 comply with a request regarding a list of collateral by

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1 sending to the debtor an authenticated record including a  
2 statement to that effect within 14 days after receipt.

3 (4) A person who receives a request regarding a list  
4 of collateral, claims no interest in the collateral when the  
5 request is received, and claimed an interest in the collateral  
6 at an earlier time shall comply with the request within 14  
7 days after receipt by sending to the debtor an authenticated  
8 record:

9 (a) Disclaiming any interest in the collateral; and

10 (b) If known to the recipient, providing the name and  
11 mailing address of any assignee of or successor to the  
12 recipient's interest in the collateral.

13 (5) A person who receives a request for an accounting  
14 or a request regarding a statement of account, claims no  
15 interest in the obligations when the request is received, and  
16 claimed an interest in the obligations at an earlier time  
17 shall comply with the request within 14 days after receipt by  
18 sending to the debtor an authenticated record:

19 (a) Disclaiming any interest in the obligations; and

20 (b) If known to the recipient, providing the name and  
21 mailing address of any assignee of or successor to the  
22 recipient's interest in the obligations.

23 (6) A debtor is entitled under this section without  
24 charge to one response to a request for an accounting or a  
25 request regarding a statement of account for each secured  
26 obligation during any 6-month period. A debtor in a consumer  
27 transaction is entitled to a single response to a request  
28 regarding a list of collateral, for a transaction other than a  
29 consumer transaction, without charge during any 6-month  
30 period. The secured party may require payment of a charge not  
31 exceeding \$25 for each additional response to a request for an

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1 accounting, a request regarding a statement of account, or a  
 2 request regarding a list of collateral for a consumer  
 3 transaction. To the extent provided in an authenticated  
 4 record, the secured party may require the payment of  
 5 reasonable expenses, including attorney's fees, reasonably  
 6 incurred in providing a response to a request regarding a list  
 7 of collateral for a transaction other than a consumer  
 8 transaction under this section; otherwise, the secured party  
 9 may not charge more than \$25 for each request regarding a list  
 10 of collateral. Excluding a request related to a proposed  
 11 satisfaction of the secured obligation, a secured party is not  
 12 required to respond to more than 12 of each of the permitted  
 13 requests in any 12-month period.

14 Section 3. Part III of chapter 679, Florida Statutes,  
 15 consisting of sections 679.301, 679.302, 679.303, 679.304,  
 16 690.305, 679.306, 679.307, 679.308, 679.309, 679.310, 679.311,  
 17 679.312, 679.313, 679.314, 679.315, 679.316, 679.317, and  
 18 679.318, Florida Statutes, is repealed and a new part III of  
 19 that chapter, consisting of sections 679.3011, 679.3021,  
 20 679.3031, 679.3041, 690.3051, 679.3061, 679.3071, 679.3081,  
 21 679.3091, 679.3101, 679.3111, 679.3121, 679.3131, 679.3141,  
 22 679.3151, 679.3161, 679.3171, 679.3181, 679.319, 679.320,  
 23 679.321, 679.322, 679.323, 679.324, 679.325, 679.326, 679.327,  
 24 679.328, 679.329, 679.330, 679.331, 679.332, 679.333, 679.334,  
 25 679.335, 679.336, 679.337, 679.3381, 679.339, 679.340,  
 26 679.341, and 679.342, Florida Statutes, is created to read:

PART III

PERFECTION AND PRIORITY

27  
 28  
 29 679.3011 Law governing perfection and priority of  
 30 security interests.--Except as otherwise provided in ss.  
 31 679.1091, 679.3031, 679.3041, 679.3051, and 679.3061, the



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1 following rules determine the law governing perfection, the  
2 effect of perfection or nonperfection, and the priority of a  
3 security interest in collateral:

4 (1) Except as otherwise provided in this section,  
5 while a debtor is located in a jurisdiction, the local law of  
6 that jurisdiction governs perfection, the effect of perfection  
7 or nonperfection, and the priority of a security interest in  
8 collateral.

9 (2) While collateral is located in a jurisdiction, the  
10 local law of that jurisdiction governs perfection, the effect  
11 of perfection or nonperfection, and the priority of a  
12 possessory security interest in that collateral.

13 (3) Except as otherwise provided in subsection (4),  
14 while negotiable documents, goods, instruments, money, or  
15 tangible chattel paper is located in a jurisdiction, the local  
16 law of that jurisdiction governs:

17 (a) Perfection of a security interest in the goods by  
18 filing a fixture filing;

19 (b) Perfection of a security interest in timber to be  
20 cut; and

21 (c) The effect of perfection or nonperfection and the  
22 priority of a nonpossessory security interest in the  
23 collateral.

24 (4) The local law of the jurisdiction in which the  
25 wellhead or minehead is located governs perfection, the effect  
26 of perfection or nonperfection, and the priority of a security  
27 interest in as-extracted collateral.

28 679.3021 Law governing perfection and priority of  
29 agricultural liens.--While farm products are located in a  
30 jurisdiction, the local law of that jurisdiction governs  
31 perfection, the effect of perfection or nonperfection, and the

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1 priority of an agricultural lien on the farm products.

2 679.3031 Law governing perfection and priority of  
3 security interests in goods covered by a certificate of  
4 title.--

5 (1) This section applies to goods covered by a  
6 certificate of title, even if there is no other relationship  
7 between the jurisdiction under whose certificate of title the  
8 goods are covered and the goods or the debtor.

9 (2) Goods become covered by a certificate of title  
10 when a valid application for the certificate of title and the  
11 applicable fee are delivered to the appropriate authority.  
12 Goods cease to be covered by a certificate of title at the  
13 earlier of the time the certificate of title ceases to be  
14 effective under the law of the issuing jurisdiction or the  
15 time the goods become covered subsequently by a certificate of  
16 title issued by another jurisdiction.

17 (3) The local law of the jurisdiction under whose  
18 certificate of title the goods are covered governs perfection,  
19 the effect of perfection or nonperfection, and the priority of  
20 a security interest in goods covered by a certificate of title  
21 from the time the goods become covered by the certificate of  
22 title until the goods cease to be covered by the certificate  
23 of title.

24 679.3041 Law governing perfection and priority of  
25 security interests in deposit accounts.--

26 (1) The local law of a bank's jurisdiction governs  
27 perfection, the effect of perfection or nonperfection, and the  
28 priority of a security interest in a deposit account  
29 maintained with that bank.

30 (2) The following rules determine a bank's  
31 jurisdiction for purposes of this part:

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

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

11       (c) If neither paragraph (a) nor paragraph (b) applies  
12 and an agreement between the bank and its customer governing  
13 the deposit account expressly provides that the deposit  
14 account is maintained at an office in a particular  
15 jurisdiction, that jurisdiction is the bank's jurisdiction.

16       (d) If none of the preceding paragraphs applies, the  
17 bank's jurisdiction is the jurisdiction in which the office  
18 identified in an account statement as the office serving the  
19 customer's account is located.

20       (e) If none of the preceding paragraphs applies, the  
21 bank's jurisdiction is the jurisdiction in which the chief  
22 executive office of the bank is located.

23       679.3051 Law governing perfection and priority of  
24 security interests in investment property.--

25       (1) Except as otherwise provided in subsection (3),  
26 the following rules apply:

27       (a) While a security certificate is located in a  
28 jurisdiction, the local law of that jurisdiction governs  
29 perfection, the effect of perfection or nonperfection, and the  
30 priority of a security interest in the certificated security  
31 represented thereby.

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1           (b) The local law of the issuer's jurisdiction as  
2 specified in s. 678.1101(4) governs perfection, the effect of  
3 perfection or nonperfection, and the priority of a security  
4 interest in an uncertificated security.

5           (c) The local law of the securities intermediary's  
6 jurisdiction as specified in s. 678.1101(5) governs  
7 perfection, the effect of perfection or nonperfection, and the  
8 priority of a security interest in a security entitlement or  
9 securities account.

10           (d) The local law of the commodity intermediary's  
11 jurisdiction governs perfection, the effect of perfection or  
12 nonperfection, and the priority of a security interest in a  
13 commodity contract or commodity account.

14           (2) The following rules determine a commodity  
15 intermediary's jurisdiction for purposes of this part:

16           (a) If an agreement between the commodity intermediary  
17 and commodity customer governing the commodity account  
18 expressly provides that a particular jurisdiction is the  
19 commodity intermediary's jurisdiction for purposes of this  
20 part, this chapter, or the Uniform Commercial Code, that  
21 jurisdiction is the commodity intermediary's jurisdiction.

22           (b) If paragraph (a) does not apply and an agreement  
23 between the commodity intermediary and commodity customer  
24 governing the commodity account expressly provides that the  
25 agreement is governed by the law of a particular jurisdiction,  
26 that jurisdiction is the commodity intermediary's  
27 jurisdiction.

28           (c) If neither paragraph (a) nor paragraph (b) applies  
29 and an agreement between the commodity intermediary and  
30 commodity customer governing the commodity account expressly  
31 provides that the commodity account is maintained at an office

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1 in a particular jurisdiction, that jurisdiction is the  
2 commodity intermediary's jurisdiction.

3 (d) If none of the preceding paragraphs applies, the  
4 commodity intermediary's jurisdiction is the jurisdiction in  
5 which the office identified in an account statement as the  
6 office serving the commodity customer's account is located.

7 (e) If none of the preceding paragraphs applies, the  
8 commodity intermediary's jurisdiction is the jurisdiction in  
9 which the chief executive office of the commodity intermediary  
10 is located.

11 (3) The local law of the jurisdiction in which the  
12 debtor is located governs:

13 (a) Perfection of a security interest in investment  
14 property by filing;

15 (b) Automatic perfection of a security interest in  
16 investment property created by a broker or securities  
17 intermediary; and

18 (c) Automatic perfection of a security interest in a  
19 commodity contract or commodity account created by a commodity  
20 intermediary.

21 679.3061 Law governing perfection and priority of  
22 security interests in letter-of-credit rights.--

23 (1) Subject to subsection (3), the local law of the  
24 issuer's jurisdiction or a nominated person's jurisdiction  
25 governs perfection, the effect of perfection or nonperfection,  
26 and the priority of a security interest in a letter-of-credit  
27 right if the issuer's jurisdiction or nominated person's  
28 jurisdiction is a state.

29 (2) For purposes of this part, an issuer's  
30 jurisdiction or nominated person's jurisdiction is the  
31 jurisdiction whose law governs the liability of the issuer or

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1 nominated person with respect to the letter-of-credit right as  
2 provided in s. 675.116.

3 (3) This section does not apply to a security interest  
4 that is perfected only under s. 679.3081(4).

5 679.3071 Location of debtor.--

6 (1) In this section, the term "place of business"  
7 means a place where a debtor conducts its affairs.

8 (2) Except as otherwise provided in this section, the  
9 following rules determine a debtor's location:

10 (a) A debtor who is an individual is located at the  
11 individual's principal residence.

12 (b) A debtor that is an organization and has only one  
13 place of business is located at its place of business.

14 (c) A debtor that is an organization and has more than  
15 one place of business is located at its chief executive  
16 office.

17 (3) Subsection (2) applies only if a debtor's  
18 residence, place of business, or chief executive office, as  
19 applicable, is located in a jurisdiction whose law generally  
20 requires information concerning the existence of a  
21 nonpossessory security interest to be made generally available  
22 in a filing, recording, or registration system as a condition  
23 or result of the security interest's obtaining priority over  
24 the rights of a lien creditor with respect to the collateral.  
25 If subsection (2) does not apply, the debtor is located in the  
26 District of Columbia.

27 (4) A person who ceases to exist, have a residence, or  
28 have a place of business continues to be located in the  
29 jurisdiction specified by subsections (2) and (3).

30 (5) A registered organization that is organized under  
31 the law of a state is located in that state.

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1           (6) Except as otherwise provided in subsection (9), a  
2 registered organization that is organized under the law of the  
3 United States and a branch or agency of a bank that is not  
4 organized under the law of the United States or a state are  
5 located:

6           (a) In the state that the law of the United States  
7 designates, if the law designates a state of location;

8           (b) In the state that the registered organization,  
9 branch, or agency designates, if the law of the United States  
10 authorizes the registered organization, branch, or agency to  
11 designate its state of location; or

12           (c) In the District of Columbia, if neither paragraph  
13 (a) nor paragraph (b) applies.

14           (7) A registered organization continues to be located  
15 in the jurisdiction specified by subsection (5) or subsection  
16 (6) notwithstanding:

17           (a) The suspension, revocation, forfeiture, or lapse  
18 of the registered organization's status as such in its  
19 jurisdiction of organization; or

20           (b) The dissolution, winding up, or cancellation of  
21 the existence of the registered organization.

22           (8) The United States is located in the District of  
23 Columbia.

24           (9) A branch or agency of a bank that is not organized  
25 under the law of the United States or a state is located in  
26 the state in which the branch or agency is licensed, if all  
27 branches and agencies of the bank are licensed in only one  
28 state.

29           (10) A foreign air carrier under the Federal Aviation  
30 Act of 1958, as amended, is located at the designated office  
31 of the agent upon which service of process may be made on

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1 behalf of the carrier.

2 (11) This section applies only for purposes of this  
3 part.

4 679.3081 When security interest or agricultural lien  
5 is perfected; continuity of perfection.--

6 (1) Except as otherwise provided in this section and  
7 s. 679.3091, a security interest is perfected if it has  
8 attached and all of the applicable requirements for perfection  
9 in ss. 679.3101-679.3161 have been satisfied. A security  
10 interest is perfected when it attaches if the applicable  
11 requirements are satisfied before the security interest  
12 attaches.

13 (2) An agricultural lien is perfected if it has become  
14 effective and all of the applicable requirements for  
15 perfection in s. 679.3101 have been satisfied. An  
16 agricultural lien is perfected when it becomes effective if  
17 the applicable requirements are satisfied before the  
18 agricultural lien becomes effective.

19 (3) A security interest or agricultural lien is  
20 perfected continuously if it is originally perfected by one  
21 method under this chapter and is later perfected by another  
22 method under this chapter, without an intermediate period  
23 during which it was unperfected.

24 (4) Perfection of a security interest in collateral  
25 also perfects a security interest in a supporting obligation  
26 for the collateral.

27 (5) Perfection of a security interest in a right to  
28 payment or performance also perfects a security interest in a  
29 security interest, mortgage, or other lien on personal or real  
30 property securing the right.

31 (6) Perfection of a security interest in a securities



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1 account also perfects a security interest in the security  
2 entitlements carried in the securities account.

3 (7) Perfection of a security interest in a commodity  
4 account also perfects a security interest in the commodity  
5 contracts carried in the commodity account.

6 679.3091 Security interest perfected upon  
7 attachment.--The following security interests are perfected  
8 when they attach:

9 (1) A purchase-money security interest in consumer  
10 goods, except as otherwise provided in s. 679.3111(2) with  
11 respect to consumer goods that are subject to a statute or  
12 treaty described in s. 679.3111(1);

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

17 (3) A sale of a payment intangible;

18 (4) A sale of a promissory note;

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

22 (6) A security interest arising under s. 672.401, s.  
23 672.505, s. 672.711(3), or s. 680.508(5), until the debtor  
24 obtains possession of the collateral;

25 (7) A security interest of a collecting bank arising  
26 under s. 674.2101;

27 (8) A security interest of an issuer or nominated  
28 person arising under s. 675.118;

29 (9) A security interest arising in the delivery of a  
30 financial asset under s. 679.2061(3);

31 (10) A security interest in investment property

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1 created by a broker or securities intermediary;

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

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

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

9 679.3101 When filing required to perfect security  
10 interest or agricultural lien; security interests and  
11 agricultural liens to which filing provisions do not apply.--

12 (1) Except as otherwise provided in subsection (2) and  
13 s. 679.3121(2), a financing statement must be filed to perfect  
14 all security interests and agricultural liens.

15 (2) The filing of a financing statement is not  
16 necessary to perfect a security interest:

17 (a) That is perfected under s. 679.3081(4), (5), (6),  
18 or (7);

19 (b) That is perfected under s. 679.3091 when it  
20 attaches;

21 (c) In property subject to a statute, regulation, or  
22 treaty described in s. 679.3111(1);

23 (d) In goods in possession of a bailee which is  
24 perfected under s. 679.3121(4)(a) or (b);

25 (e) In certificated securities, documents, goods, or  
26 instruments which is perfected without filing or possession  
27 under s. 679.3121(5), (6), or (7);

28 (f) In collateral in the secured party's possession  
29 under s. 679.3131;

30 (g) In a certificated security which is perfected by  
31 delivery of the security certificate to the secured party

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1 under s. 679.3131;

2 (h) In deposit accounts, electronic chattel paper,  
3 investment property, or letter-of-credit rights which is  
4 perfected by control under s. 679.3141;

5 (i) In proceeds which is perfected under s. 679.3151;  
6 or

7 (j) That is perfected under s. 679.3161.

8 (3) If a secured party assigns a perfected security  
9 interest or agricultural lien, a filing under this chapter is  
10 not required to continue the perfected status of the security  
11 interest against creditors of and transferees from the  
12 original debtor.

13 679.3111 Perfection of security interests in property  
14 subject to certain statutes, regulations, and treaties.--

15 (1) Except as otherwise provided in subsection (4),  
16 the filing of a financing statement is not necessary or  
17 effective to perfect a security interest in property subject  
18 to:

19 (a) A statute, regulation, or treaty of the United  
20 States whose requirements for a security interest's obtaining  
21 priority over the rights of a lien creditor with respect to  
22 the property preempt s. 679.3101(1);

23 (b) A statute covering automobiles, trailers, mobile  
24 homes, boats, farm tractors, or the like, which provides for a  
25 security interest to be indicated on a certificate of title of  
26 such property as a condition or result of perfection, and any  
27 non-Uniform Commercial Code central filing statute; or

28 (c) A certificate-of-title statute of another  
29 jurisdiction which provides for a security interest to be  
30 indicated on the certificate as a condition or result of the  
31 security interest's obtaining priority over the rights of a

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1 lien creditor with respect to the property.

2 (2) Compliance with the requirements of a statute,  
3 regulation, or treaty described in paragraph (1) for obtaining  
4 priority over the rights of a lien creditor is equivalent to  
5 the filing of a financing statement under this chapter.  
6 Except as otherwise provided in subsection (4) and ss.  
7 679.3131 and 679.3161(4) and (5) for goods covered by a  
8 certificate of title, a security interest in property subject  
9 to a statute, regulation, or treaty described in subsection  
10 (1) may be perfected only by compliance with those  
11 requirements, and a security interest so perfected remains  
12 perfected notwithstanding a change in the use or transfer of  
13 possession of the collateral.

14 (3) Except as otherwise provided in subsection (4) and  
15 s. 679.3161(4) and (5), duration and renewal of perfection of  
16 a security interest perfected by compliance with the  
17 requirements prescribed by a statute, regulation, or treaty  
18 described in subsection (1) are governed by the statute,  
19 regulation, or treaty. In other respects, the security  
20 interest is subject to this chapter.

21 (4) During any period in which collateral subject to a  
22 statute specified in paragraph (1)(b) is inventory held for  
23 sale or lease by a person or leased by that person as lessor  
24 and that person is in the business of selling goods of that  
25 kind, this section does not apply to a security interest in  
26 that collateral created by that person.

27 679.3121 Perfection of security interests in chattel  
28 paper, deposit accounts, documents, goods covered by  
29 documents, instruments, investment property, letter-of-credit  
30 rights, and money; perfection by permissive filing; temporary  
31 perfection without filing or transfer of possession.--

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1       (1) A security interest in chattel paper, negotiable  
2 documents, instruments, or investment property may be  
3 perfected by filing.

4       (2) Except as otherwise provided in s. 679.3151(3) and  
5 (4) for proceeds:

6       (a) A security interest in a deposit account may be  
7 perfected only by control under s. 679.3141.

8       (b) And except as otherwise provided in s.  
9 679.3081(4), a security interest in a letter-of-credit right  
10 may be perfected only by control under s. 679.3141.

11       (c) A security interest in money may be perfected only  
12 by the secured party's taking possession under s. 679.3131.

13       (3) While goods are in the possession of a bailee that  
14 has issued a negotiable document covering the goods:

15       (a) A security interest in the goods may be perfected  
16 by perfecting a security interest in the document; and

17       (b) A security interest perfected in the document has  
18 priority over any security interest that becomes perfected in  
19 the goods by another method during that time.

20       (4) While goods are in the possession of a bailee that  
21 has issued a nonnegotiable document covering the goods, a  
22 security interest in the goods may be perfected by:

23       (a) Issuance of a document in the name of the secured  
24 party;

25       (b) The bailee's receipt of notification of the  
26 secured party's interest; or

27       (c) Filing as to the goods.

28       (5) A security interest in certificated securities,  
29 negotiable documents, or instruments is perfected without  
30 filing or the taking of possession for a period of 20 days

31 from the time it attaches to the extent that it arises for new

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1 value given under an authenticated security agreement.

2 (6) A perfected security interest in a negotiable  
3 document or goods in possession of a bailee, other than one  
4 that has issued a negotiable document for the goods, remains  
5 perfected for 20 days without filing if the secured party  
6 makes available to the debtor the goods or documents  
7 representing the goods for the purpose of:

8 (a) Ultimate sale or exchange; or

9 (b) Loading, unloading, storing, shipping,  
10 transshipping, manufacturing, processing, or otherwise dealing  
11 with them in a manner preliminary to their sale or exchange.

12 (7) A perfected security interest in a certificated  
13 security or instrument remains perfected for 20 days without  
14 filing if the secured party delivers the security certificate  
15 or instrument to the debtor for the purpose of:

16 (a) Ultimate sale or exchange; or

17 (b) Presentation, collection, enforcement, renewal, or  
18 registration of transfer.

19 (8) After the 20-day period specified in subsection  
20 (5), subsection (6), or subsection (7) expires, perfection  
21 depends upon compliance with this chapter.

22 679.3131 When possession by or delivery to secured  
23 party perfects security interest without filing.--

24 (1) Except as otherwise provided in subsection (2), a  
25 secured party may perfect a security interest in negotiable  
26 documents, goods, instruments, money, or tangible chattel  
27 paper by taking possession of the collateral. A secured party  
28 may perfect a security interest in certificated securities by  
29 taking delivery of the certificated securities under s.  
30 678.3011.

31 (2) With respect to goods covered by a certificate of

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1 title issued by this state, a secured party may perfect a  
2 security interest in the goods by taking possession of the  
3 goods only in the circumstances described in s. 679.3161(4).

4 (3) With respect to collateral other than certificated  
5 securities and goods covered by a document, a secured party  
6 takes possession of collateral in the possession of a person  
7 other than the debtor, the secured party, or a lessee of the  
8 collateral from the debtor in the ordinary course of the  
9 debtor's business, when:

10 (a) The person in possession authenticates a record  
11 acknowledging that it holds possession of the collateral for  
12 the secured party's benefit; or

13 (b) The person takes possession of the collateral  
14 after having authenticated a record acknowledging that the  
15 person will hold possession of collateral for the secured  
16 party's benefit.

17 (4) If perfection of a security interest depends upon  
18 possession of the collateral by a secured party, perfection  
19 occurs no earlier than the time the secured party takes  
20 possession and continues only while the secured party retains  
21 possession.

22 (5) A security interest in a certificated security in  
23 registered form is perfected by delivery when delivery of the  
24 certificated security occurs under s. 678.3011 and remains  
25 perfected by delivery until the debtor obtains possession of  
26 the security certificate.

27 (6) A person in possession of collateral is not  
28 required to acknowledge that the person holds possession for a  
29 secured party's benefit.

30 (7) If a person acknowledges that the person holds  
31 possession for the secured party's benefit:

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1           (a) The acknowledgment is effective under subsection  
2 (3) or s. 678.3011(1), even if the acknowledgment violates the  
3 rights of a debtor; and  
4           (b) Unless the person otherwise agrees or law other  
5 than this chapter otherwise provides, the person does not owe  
6 any duty to the secured party and is not required to confirm  
7 the acknowledgment to another person.  
8           (8) A secured party having possession of collateral  
9 does not relinquish possession by delivering the collateral to  
10 a person other than the debtor or a lessee of the collateral  
11 from the debtor in the ordinary course of the debtor's  
12 business if the person was instructed before the delivery or  
13 is instructed contemporaneously with the delivery:  
14           (a) To hold possession of the collateral for the  
15 secured party's benefit; or  
16           (b) To redeliver the collateral to the secured party.  
17           (9) A secured party does not relinquish possession,  
18 even if a delivery under subsection (8) violates the rights of  
19 a debtor. A person to whom collateral is delivered under  
20 subsection (8) does not owe any duty to the secured party and  
21 is not required to confirm the delivery to another person  
22 unless the person otherwise agrees or law other than this  
23 chapter otherwise provides.  
24           679.3141 Perfection by control.--  
25           (1) A security interest in investment property,  
26 deposit accounts, letter-of-credit rights, or electronic  
27 chattel paper may be perfected by control of the collateral  
28 under s. 679.1041, s. 679.1051, s. 679.1061, or s. 679.1071.  
29           (2) A security interest in deposit accounts,  
30 electronic chattel paper, or letter-of-credit rights is  
31 perfected by control under s. 679.1041, s. 679.1051, or s.



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1 679.1071 when the secured party obtains control and remains  
2 perfected by control only while the secured party retains  
3 control.  
4 (3) A security interest in investment property is  
5 perfected by control under s. 679.1061 from the time the  
6 secured party obtains control and remains perfected by control  
7 until:  
8 (a) The secured party does not have control; and  
9 (b) One of the following occurs:  
10 1. If the collateral is a certificated security, the  
11 debtor has or acquires possession of the security certificate;  
12 2. If the collateral is an uncertificated security,  
13 the issuer has registered or registers the debtor as the  
14 registered owner; or  
15 3. If the collateral is a security entitlement, the  
16 debtor is or becomes the entitlement holder.  
17 679.3151 Secured party's rights on disposition of  
18 collateral and in proceeds.--  
19 (1) Except as otherwise provided in this chapter and  
20 in s. 672.403(2):  
21 (a) A security interest or agricultural lien continues  
22 in collateral notwithstanding sale, lease, license, exchange,  
23 or other disposition thereof unless the secured party  
24 authorized the disposition free of the security interest or  
25 agricultural lien; and  
26 (b) A security interest attaches to any identifiable  
27 proceeds of collateral.  
28 (2) Proceeds that are commingled with other property  
29 are identifiable proceeds:  
30 (a) If the proceeds are goods, to the extent provided  
31 by s. 679.336; and

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1           (b) If the proceeds are not goods, to the extent that  
2 the secured party identifies the proceeds by a method of  
3 tracing, including application of equitable principles, that  
4 is permitted under law other than this chapter with respect to  
5 commingled property of the type involved.

6           (3) A security interest in proceeds is a perfected  
7 security interest if the security interest in the original  
8 collateral was perfected.

9           (4) A perfected security interest in proceeds becomes  
10 unperfected on the 21st day after the security interest  
11 attaches to the proceeds unless:

12           (a) The following conditions are satisfied:

13           1. A filed financing statement covers the original  
14 collateral;

15           2. The proceeds are collateral in which a security  
16 interest may be perfected by filing in the office in which the  
17 financing statement has been filed; and

18           3. The proceeds are not acquired with cash proceeds;

19           (b) The proceeds are identifiable cash proceeds; or

20           (c) The security interest in the proceeds is perfected  
21 other than under subsection (3) when the security interest  
22 attaches to the proceeds or within 20 days thereafter.

23           (5) If a filed financing statement covers the original  
24 collateral, a security interest in proceeds which remains  
25 perfected under paragraph (4)(a) becomes unperfected at the  
26 later of:

27           (a) When the effectiveness of the filed financing  
28 statement lapses under s. 679.515 or is terminated under s.  
29 679.513; or

30           (b) The 21st day after the security interest attaches  
31 to the proceeds.

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1           679.3161 Continued perfection of security interest  
2 following change in governing law.--

3           (1) A security interest perfected pursuant to the law  
4 of the jurisdiction designated in s. 679.3011(1) or s.  
5 679.3051(3) remains perfected until the earliest of:

6           (a) The time perfection would have ceased under the  
7 law of that jurisdiction;

8           (b) The expiration of 4 months after a change of the  
9 debtor's location to another jurisdiction; or

10           (c) The expiration of 1 year after a transfer of  
11 collateral to a person who thereby becomes a debtor and is  
12 located in another jurisdiction.

13           (2) If a security interest described in subsection (1)  
14 becomes perfected under the law of the other jurisdiction  
15 before the earliest time or event described in that  
16 subsection, it remains perfected thereafter. If the security  
17 interest does not become perfected under the law of the other  
18 jurisdiction before the earliest time or event, it becomes  
19 unperfected and is deemed never to have been perfected as  
20 against a purchaser of the collateral for value.

21           (3) A possessory security interest in collateral,  
22 other than goods covered by a certificate of title and  
23 as-extracted collateral consisting of goods, remains  
24 continuously perfected if:

25           (a) The collateral is located in one jurisdiction and  
26 subject to a security interest perfected under the law of that  
27 jurisdiction;

28           (b) Thereafter the collateral is brought into another  
29 jurisdiction; and

30           (c) Upon entry into the other jurisdiction, the  
31 security interest is perfected under the law of the other

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1 jurisdiction.

2 (4) Except as otherwise provided in subsection (5), a  
3 security interest in goods covered by a certificate of title  
4 which is perfected by any method under the law of another  
5 jurisdiction when the goods become covered by a certificate of  
6 title from this state remains perfected until the security  
7 interest would have become unperfected under the law of the  
8 other jurisdiction had the goods not become so covered.

9 (5) A security interest described in subsection (4)  
10 becomes unperfected as against a purchaser of the goods for  
11 value and is deemed never to have been perfected as against a  
12 purchaser of the goods for value if the applicable  
13 requirements for perfection under s. 679.3111(2) or s.  
14 679.3131 are not satisfied before the earlier of:

15 (a) The time the security interest would have become  
16 unperfected under the law of the other jurisdiction had the  
17 goods not become covered by a certificate of title from this  
18 state; or

19 (b) The expiration of 4 months after the goods had  
20 become so covered.

21 (6) A security interest in deposit accounts,  
22 letter-of-credit rights, or investment property which is  
23 perfected under the law of the bank's jurisdiction, the  
24 issuer's jurisdiction, a nominated person's jurisdiction, the  
25 securities intermediary's jurisdiction, or the commodity  
26 intermediary's jurisdiction, as applicable, remains perfected  
27 until the earlier of:

28 (a) The time the security interest would have become  
29 unperfected under the law of that jurisdiction; or

30 (b) The expiration of 4 months after a change of the  
31 applicable jurisdiction to another jurisdiction.

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1           (7) If a security interest described in subsection (6)  
2 becomes perfected under the law of the other jurisdiction  
3 before the earlier of the time or the end of the period  
4 described in that subsection, it remains perfected thereafter.  
5 If the security interest does not become perfected under the  
6 law of the other jurisdiction before the earlier of that time  
7 or the end of that period, it becomes unperfected and is  
8 deemed never to have been perfected as against a purchaser of  
9 the collateral for value.

10           679.3171 Interests that take priority over or take  
11 free of security interest or agricultural lien.--

12           (1) A security interest or agricultural lien is  
13 subordinate to the rights of:

14           (a) A person entitled to priority under s. 679.322;  
15 and

16           (b) Except as otherwise provided in subsection (5), a  
17 person who becomes a lien creditor before the earlier of the  
18 time:

19           1. The security interest or agricultural lien is  
20 perfected; or

21           2. One of the conditions specified in s.  
22 679.2031(2)(c) is met and a financing statement covering the  
23 collateral is filed.

24           (2) Except as otherwise provided in subsection (5), a  
25 buyer, other than a secured party, of tangible chattel paper,  
26 documents, goods, instruments, or a security certificate takes  
27 free of a security interest or agricultural lien if the buyer  
28 gives value and receives delivery of the collateral without  
29 knowledge of the security interest or agricultural lien and  
30 before it is perfected.

31           (3) Except as otherwise provided in subsection (5), a

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1 lessee of goods takes free of a security interest or  
2 agricultural lien if the lessee gives value and receives  
3 delivery of the collateral without knowledge of the security  
4 interest or agricultural lien and before it is perfected.

5 (4) A licensee of a general intangible or a buyer,  
6 other than a secured party, of accounts, electronic chattel  
7 paper, general intangibles, or investment property other than  
8 a certificated security takes free of a security interest if  
9 the licensee or buyer gives value without knowledge of the  
10 security interest and before it is perfected.

11 (5) Except as otherwise provided in ss. 679.320 and  
12 679.321, if a person files a financing statement with respect  
13 to a purchase-money security interest before or within 20 days  
14 after the debtor receives delivery of the collateral, the  
15 security interest takes priority over the rights of a buyer,  
16 lessee, or lien creditor which arise between the time the  
17 security interest attaches and the time of filing.

18 679.3181 No interest retained in right to payment that  
19 is sold; rights and title of seller of account or chattel  
20 paper with respect to creditors and purchasers.--

21 (1) A debtor who has sold an account, chattel paper,  
22 payment intangible, or promissory note does not retain a legal  
23 or equitable interest in the collateral sold.

24 (2) For purposes of determining the rights of  
25 creditors of, and purchasers for value of an account or  
26 chattel paper from, a debtor who has sold an account or  
27 chattel paper, while the buyer's security interest is  
28 unperfected, the debtor is deemed to have rights and title to  
29 the account or chattel paper identical to those the debtor  
30 sold.

31 679.319 Rights and title of consignee with respect to

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1 creditors and purchasers.--

2 (1) Except as otherwise provided in subsection (2),  
3 for purposes of determining the rights of creditors of, and  
4 purchasers for value of goods from, a consignee, while the  
5 goods are in the possession of the consignee, the consignee is  
6 deemed to have rights and title to the goods identical to  
7 those the consignor had or had power to transfer.

8 (2) For purposes of determining the rights of a  
9 creditor of a consignee, law other than this chapter  
10 determines the rights and title of a consignee while goods are  
11 in the consignee's possession if, under this part, a perfected  
12 security interest held by the consignor would have priority  
13 over the rights of the creditor.

14 679.320 Buyer of goods.--

15 (1) Except as otherwise provided in subsection (5), a  
16 buyer in ordinary course of business, other than a person  
17 buying farm products from a person engaged in farming  
18 operations, takes free of a security interest created by the  
19 buyer's seller, even if the security interest is perfected and  
20 the buyer knows of its existence.

21 (2) Except as otherwise provided in subsection (5), a  
22 buyer of goods from a person who used or bought the goods for  
23 use primarily for personal, family, or household purposes  
24 takes free of a security interest, even if perfected, if the  
25 buyer buys:

26 (a) Without knowledge of the security interest;

27 (b) For value;

28 (c) Primarily for the buyer's personal, family, or  
29 household purposes; and

30 (d) Before the filing of a financing statement  
31 covering the goods.

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1           (3) To the extent that it affects the priority of a  
2 security interest over a buyer of goods under subsection (2),  
3 the period of effectiveness of a filing made in the  
4 jurisdiction in which the seller is located is governed by s.  
5 679.3161(1) and (2).

6           (4) A buyer in ordinary course of business buying oil,  
7 gas, or other minerals at the wellhead or minehead or after  
8 extraction takes free of an interest arising out of an  
9 encumbrance.

10           (5) Subsections (1) and (2) do not affect a security  
11 interest in goods in the possession of the secured party under  
12 s. 679.3131.

13           679.321 Licensee of general intangible and lessee of  
14 goods in ordinary course of business.--

15           (1) In this section, the term "licensee in ordinary  
16 course of business" means a person who becomes a licensee of a  
17 general intangible in good faith, without knowledge that the  
18 license violates the rights of another person in the general  
19 intangible, and in the ordinary course from a person in the  
20 business of licensing general intangibles of that kind. A  
21 person becomes a licensee in the ordinary course if the  
22 license to the person comports with the usual or customary  
23 practices in the kind of business in which the licensor is  
24 engaged or with the licensor's own usual or customary  
25 practices.

26           (2) A licensee in ordinary course of business takes  
27 its rights under a nonexclusive license free of a security  
28 interest in the general intangible created by the licensor,  
29 even if the security interest is perfected and the licensee  
30 knows of its existence.

31           (3) A lessee in ordinary course of business takes its



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1 leasehold interest free of a security interest in the goods  
2 created by the lessor, even if the security interest is  
3 perfected and the lessee knows of its existence.

4 679.322 Priorities among conflicting security  
5 interests in and agricultural liens on same collateral.--

6 (1) Except as otherwise provided in this section,  
7 priority among conflicting security interests and agricultural  
8 liens in the same collateral is determined according to the  
9 following rules:

10 (a) Conflicting perfected security interests and  
11 agricultural liens rank according to priority in time of  
12 filing or perfection. Priority dates from the earlier of the  
13 time a filing covering the collateral is first made or the  
14 security interest or agricultural lien is first perfected, if  
15 there is no period thereafter during which is neither filing  
16 nor perfection.

17 (b) A perfected security interest or agricultural lien  
18 has priority over a conflicting unperfected security interest  
19 or agricultural lien.

20 (c) The first security interest or agricultural lien  
21 to attach or become effective has priority if conflicting  
22 security interests and agricultural liens are unperfected.

23 (2) For the purposes of paragraph (1)(a):

24 (a) The time of filing or perfection as to a security  
25 interest in collateral is also the time of filing or  
26 perfection as to a security interest in proceeds; and

27 (b) The time of filing or perfection as to a security  
28 interest in collateral supported by a supporting obligation is  
29 also the time of filing or perfection as to a security  
30 interest in the supporting obligation.

31 (3) Except as otherwise provided in subsection (6), a

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1 security interest in collateral which qualifies for priority  
2 over a conflicting security interest under s. 679.327, s.  
3 679.328, s. 679.329, s. 679.330, or s. 679.331 also has  
4 priority over a conflicting security interest in:

5 (a) Any supporting obligation for the collateral; and  
6 (b) Proceeds of the collateral if:

7 1. The security interest in proceeds is perfected;  
8 2. The proceeds are cash proceeds or of the same type  
9 as the collateral; and

10 3. In the case of proceeds that are proceeds of  
11 proceeds, all intervening proceeds are cash proceeds, proceeds  
12 of the same type as the collateral, or an account relating to  
13 the collateral.

14 (4) Subject to subsection (5) and except as otherwise  
15 provided in subsection (6), if a security interest in chattel  
16 paper, deposit accounts, negotiable documents, instruments,  
17 investment property, or letter-of-credit rights is perfected  
18 by a method other than filing, conflicting perfected security  
19 interests in proceeds of the collateral rank according to  
20 priority in time of filing.

21 (5) Subsection (4) applies only if the proceeds of the  
22 collateral are not cash proceeds, chattel paper, negotiable  
23 documents, instruments, investment property, or  
24 letter-of-credit rights.

25 (6) Subsections (1) through (5) are subject to:

26 (a) Subsection (7) and the other provisions of this  
27 part;

28 (b) Section 674.2101 with respect to a security  
29 interest of a collecting bank;

30 (c) Section 675.118 with respect to a security  
31 interest of an issuer or nominated person; and

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1           (d) Section 679.1101 with respect to a security  
2 interest arising under chapter 672 or chapter 680.

3           (7) A perfected agricultural lien on collateral has  
4 priority over a conflicting security interest in or  
5 agricultural lien on the same collateral if the statute  
6 creating the agricultural lien so provides.

7           679.323 Future advances.--

8           (1) Except as otherwise provided in subsection (3),  
9 for purposes of determining the priority of a perfected  
10 security interest under s. 679.322(1)(a), perfection of the  
11 security interest dates from the time an advance is made to  
12 the extent that the security interest secures an advance that:

13           (a) Is made while the security interest is perfected  
14 only:

15           1. Under s. 679.3091 when it attaches; or

16           2. Temporarily under s. 679.3121(5), (6), or (7); and

17           (b) Is not made pursuant to a commitment entered into  
18 before or while the security interest is perfected by a method  
19 other than under s. 679.3091 or s. 679.3121(5), (6), or (7).

20           (2) Except as otherwise provided in subsection (3), a  
21 security interest is subordinate to the rights of a person who  
22 becomes a lien creditor to the extent that the security  
23 interest secures an advance made more than 45 days after the  
24 person becomes a lien creditor unless the advance is made:

25           (a) Without knowledge of the lien; or

26           (b) Pursuant to a commitment entered into without  
27 knowledge of the lien.

28           (3) Subsections (1) and (2) do not apply to a security  
29 interest held by a secured party that is a buyer of accounts,  
30 chattel paper, payment intangibles, or promissory notes or a  
31 consignor.

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1           (4) Except as otherwise provided in subsection (5), a  
2 buyer of goods other than a buyer in ordinary course of  
3 business takes free of a security interest to the extent that  
4 it secures advances made after the earlier of:

5           (a) The time the secured party acquires knowledge of  
6 the buyer's purchase; or

7           (b) Forty-five days after the purchase.

8           (5) Subsection (4) does not apply if the advance is  
9 made pursuant to a commitment entered into without knowledge  
10 of the buyer's purchase and before the expiration of the  
11 45-day period.

12           (6) Except as otherwise provided in subsection (7), a  
13 lessee of goods, other than a lessee in ordinary course of  
14 business, takes the leasehold interest free of a security  
15 interest to the extent that it secures advances made after the  
16 earlier of:

17           (a) The time the secured party acquires knowledge of  
18 the lease; or

19           (b) Forty-five days after the lease contract becomes  
20 enforceable.

21           (7) Subsection (6) does not apply if the advance is  
22 made pursuant to a commitment entered into without knowledge  
23 of the lease and before the expiration of the 45-day period.

24           679.324 Priority of purchase-money security  
25 interests.--

26           (1) Except as otherwise provided in subsection (7), a  
27 perfected purchase-money security interest in goods other than  
28 inventory or livestock has priority over a conflicting  
29 security interest in the same goods, and, except as otherwise  
30 provided in s. 679.327, a perfected security interest in its  
31 identifiable proceeds also has priority, if the purchase-money

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1 security interest is perfected when the debtor receives  
2 possession of the collateral or within 20 days thereafter.

3 (2) Subject to subsection (3) and except as otherwise  
4 provided in subsection (7), a perfected purchase-money  
5 security interest in inventory has priority over a conflicting  
6 security interest in the same inventory, has priority over a  
7 conflicting security interest in chattel paper or an  
8 instrument constituting proceeds of the inventory and in  
9 proceeds of the chattel paper, if so provided in s. 679.330,  
10 and, except as otherwise provided in s. 679.327, also has  
11 priority in identifiable cash proceeds of the inventory to the  
12 extent the identifiable cash proceeds are received on or  
13 before the delivery of the inventory to a buyer, if:

14 (a) The purchase-money security interest is perfected  
15 when the debtor receives possession of the inventory;

16 (b) The purchase-money secured party sends an  
17 authenticated notification to the holder of the conflicting  
18 security interest;

19 (c) The holder of the conflicting security interest  
20 receives the notification within 5 years before the debtor  
21 receives possession of the inventory; and

22 (d) The notification states that the person sending  
23 the notification has or expects to acquire a purchase-money  
24 security interest in inventory of the debtor and describes the  
25 inventory.

26 (3) Paragraphs (2)(b), (c), and (d) apply only if the  
27 holder of the conflicting security interest had filed a  
28 financing statement covering the same types of inventory:

29 (a) If the purchase-money security interest is  
30 perfected by filing, before the date of the filing; or

31 (b) If the purchase-money security interest is

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1 temporarily perfected without filing or possession under s.  
2 679.3121(6), before the beginning of the 20-day period  
3 thereunder.

4 (4) Subject to subsection (5) and except as otherwise  
5 provided in subsection (7), a perfected purchase-money  
6 security interest in livestock that are farm products has  
7 priority over a conflicting security interest in the same  
8 livestock, and, except as otherwise provided in s. 679.327, a  
9 perfected security interest in their identifiable proceeds and  
10 identifiable products in their unmanufactured states also has  
11 priority, if:

12 (a) The purchase-money security interest is perfected  
13 when the debtor receives possession of the livestock;

14 (b) The purchase-money secured party sends an  
15 authenticated notification to the holder of the conflicting  
16 security interest;

17 (c) The holder of the conflicting security interest  
18 receives the notification within 6 months before the debtor  
19 receives possession of the livestock; and

20 (d) The notification states that the person sending  
21 the notification has or expects to acquire a purchase-money  
22 security interest in livestock of the debtor and describes the  
23 livestock.

24 (5) Paragraphs (4)(b), (c), and (d) apply only if the  
25 holder of the conflicting security interest had filed a  
26 financing statement covering the same types of livestock:

27 (a) If the purchase-money security interest is  
28 perfected by filing, before the date of the filing; or

29 (b) If the purchase-money security interest is  
30 temporarily perfected without filing or possession under s.  
31 679.3121(6), before the beginning of the 20-day period

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1 thereunder.

2 (6) Except as otherwise provided in subsection (7), a  
3 perfected purchase-money security interest in software has  
4 priority over a conflicting security interest in the same  
5 collateral, and, except as otherwise provided in s. 679.327, a  
6 perfected security interest in its identifiable proceeds also  
7 has priority, to the extent that the purchase-money security  
8 interest in the goods in which the software was acquired for  
9 use has priority in the goods and proceeds of the goods under  
10 this section.

11 (7) If more than one security interest qualifies for  
12 priority in the same collateral under subsection (1),  
13 subsection (2), subsection (4), or subsection (6):

14 (a) A security interest securing an obligation  
15 incurred as all or part of the price of the collateral has  
16 priority over a security interest securing an obligation  
17 incurred for value given to enable the debtor to acquire  
18 rights in or the use of collateral; and

19 (b) In all other cases, s. 679.322(1) applies to the  
20 qualifying security interests.

21 679.325 Priority of security interests in transferred  
22 collateral.--

23 (1) Except as otherwise provided in subsection (2), a  
24 security interest created by a debtor is subordinate to a  
25 security interest in the same collateral created by another  
26 person if:

27 (a) The debtor acquired the collateral subject to the  
28 security interest created by the other person;

29 (b) The security interest created by the other person  
30 was perfected when the debtor acquired the collateral; and

31 (c) There is no period thereafter during which the

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1 security interest is unperfected.

2 (2) Subsection (1) subordinates a security interest  
3 only if the security interest:

4 (a) Otherwise would have priority solely under s.  
5 679.322(1) or s. 679.324; or

6 (b) Arose solely under s. 672.711(3) or s. 680.508(5).  
7 679.326 Priority of security interests created by new  
8 debtor.--

9 (1) Subject to subsection (2), a security interest  
10 created by a new debtor which is perfected by a filed  
11 financing statement that is effective solely under s. 679.508  
12 in collateral in which a new debtor has or acquires rights is  
13 subordinate to a security interest in the same collateral  
14 which is perfected other than by a filed financing statement  
15 that is effective solely under s. 679.508.

16 (2) The other provisions of this part determine the  
17 priority among conflicting security interests in the same  
18 collateral perfected by filed financing statements that are  
19 effective solely under s. 679.508. However, if the security  
20 agreements to which a new debtor became bound as debtor were  
21 not entered into by the same original debtor, the conflicting  
22 security interests rank according to priority in time of the  
23 new debtor's having become bound.

24 679.327 Priority of security interests in deposit  
25 account.--The following rules govern priority among  
26 conflicting security interests in the same deposit account:

27 (1) A security interest held by a secured party having  
28 control of the deposit account under s. 679.1041 has priority  
29 over a conflicting security interest held by a secured party  
30 that does not have control.

31 (2) Except as otherwise provided in subsections (3)



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1 and (4), security interests perfected by control under s.  
2 679.3141 rank according to priority in time of obtaining  
3 control.

4 (3) Except as otherwise provided in subsection (4), a  
5 security interest held by the bank with which the deposit  
6 account is maintained has priority over a conflicting security  
7 interest held by another secured party.

8 (4) A security interest perfected by control under s.  
9 679.1041(1)(c) has priority over a security interest held by  
10 the bank with which the deposit account is maintained.

11 679.328 Priority of security interests in investment  
12 property.--The following rules govern priority among  
13 conflicting security interests in the same investment  
14 property:

15 (1) A security interest held by a secured party having  
16 control of investment property under s. 679.1061 has priority  
17 over a security interest held by a secured party that does not  
18 have control of the investment property.

19 (2) Except as otherwise provided in subsections (3)  
20 and (4), conflicting security interests held by secured  
21 parties each of which has control under s. 679.1061 rank  
22 according to priority in time of:

23 (a) If the collateral is a security, obtaining  
24 control;

25 (b) If the collateral is a security entitlement  
26 carried in a securities account and:

27 1. If the secured party obtained control under s.  
28 678.1061(4)(a), the secured party's becoming the person for  
29 which the securities account is maintained;

30 2. If the secured party obtained control under s.  
31 678.1061(4)(b), the securities intermediary's agreement to

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1 comply with the secured party's entitlement orders with  
2 respect to security entitlements carried or to be carried in  
3 the securities account; or

4 3. If the secured party obtained control through  
5 another person under s. 678.1061(4)(c), the time on which  
6 priority would be based under this paragraph if the other  
7 person were the secured party; or

8 (c) If the collateral is a commodity contract carried  
9 with a commodity intermediary, the satisfaction of the  
10 requirement for control specified in s. 679.1061(2)(b) with  
11 respect to commodity contracts carried or to be carried with  
12 the commodity intermediary.

13 (3) A security interest held by a securities  
14 intermediary in a security entitlement or a securities account  
15 maintained with the securities intermediary has priority over  
16 a conflicting security interest held by another secured party.

17 (4) A security interest held by a commodity  
18 intermediary in a commodity contract or a commodity account  
19 maintained with the commodity intermediary has priority over a  
20 conflicting security interest held by another secured party.

21 (5) A security interest in a certificated security in  
22 registered form which is perfected by taking delivery under s.  
23 679.3131(1) and not by control under s. 679.3141 has priority  
24 over a conflicting security interest perfected by a method  
25 other than control.

26 (6) Conflicting security interests created by a  
27 broker, securities intermediary, or commodity intermediary  
28 which are perfected without control under s. 679.1061 rank  
29 equally.

30 (7) In all other cases, priority among conflicting  
31 security interests in investment property is governed by ss.

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1 679.322 and 679.323.

2 679.329 Priority of security interests in  
3 letter-of-credit right.--The following rules govern priority  
4 among conflicting security interests in the same  
5 letter-of-credit right:

6 (1) A security interest held by a secured party having  
7 control of the letter-of-credit right under s. 679.1071 has  
8 priority to the extent of its control over a conflicting  
9 security interest held by a secured party that does not have  
10 control.

11 (2) Security interests perfected by control under s.  
12 679.3141 rank according to priority in time of obtaining  
13 control.

14 679.330 Priority of purchaser of chattel paper or  
15 instrument.--

16 (1) A purchaser of chattel paper has priority over a  
17 security interest in the chattel paper which is claimed merely  
18 as proceeds of inventory subject to a security interest if:

19 (a) In good faith and in the ordinary course of the  
20 purchaser's business, the purchaser gives new value and takes  
21 possession of the chattel paper or obtains control of the  
22 chattel paper under s. 679.1051; and

23 (b) The chattel paper does not indicate that it has  
24 been assigned to an identified assignee other than the  
25 purchaser.

26 (2) A purchaser of chattel paper has priority over a  
27 security interest in the chattel paper which is claimed other  
28 than merely as proceeds of inventory subject to a security  
29 interest if the purchaser gives new value and takes possession  
30 of the chattel paper or obtains control of the chattel paper  
31 under s. 679.1051 in good faith, in the ordinary course of the

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1 purchaser's business, and without knowledge that the purchase  
2 violates the rights of the secured party.

3 (3) Except as otherwise provided in s. 679.327, a  
4 purchaser having priority in chattel paper under subsection  
5 (1) or subsection (2) also has priority in proceeds of the  
6 chattel paper to the extent that:

7 (a) Section 679.322 provides for priority in the  
8 proceeds; or

9 (b) The proceeds consist of the specific goods covered  
10 by the chattel paper or cash proceeds of the specific goods,  
11 even if the purchaser's security interest in the proceeds is  
12 unperfected.

13 (4) Except as otherwise provided in s. 679.331(1), a  
14 purchaser of an instrument has priority over a security  
15 interest in the instrument perfected by a method other than  
16 possession if the purchaser gives value and takes possession  
17 of the instrument in good faith and without knowledge that the  
18 purchase violates the rights of the secured party.

19 (5) For purposes of subsections (1) and (2), the  
20 holder of a purchase-money security interest in inventory  
21 gives new value for chattel paper constituting proceeds of the  
22 inventory.

23 (6) For purposes of subsections (2) and (4), if  
24 chattel paper or an instrument indicates that it has been  
25 assigned to an identified secured party other than the  
26 purchaser, a purchaser of the chattel paper or instrument has  
27 knowledge that the purchase violates the rights of the secured  
28 party.

29 679.331 Priority of rights of purchasers of  
30 instruments, documents, and securities under other articles;  
31 priority of interests in financial assets and security

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1 entitlements under chapter 678.--

2 (1) This chapter does not limit the rights of a holder  
3 in due course of a negotiable instrument, a holder to which a  
4 negotiable document of title has been duly negotiated, or a  
5 protected purchaser of a security. These holders or  
6 purchasers take priority over an earlier security interest,  
7 even if perfected, to the extent provided in chapters 673,  
8 677, and 678.

9 (2) This chapter does not limit the rights of or  
10 impose liability on a person to the extent that the person is  
11 protected against the assertion of an adverse claim under  
12 chapter 678.

13 (3) Filing under this chapter does not constitute  
14 notice of a claim or defense to the holders, purchasers, or  
15 persons described in subsections (1) and (2).

16 679.332 Transfer of money; transfer of funds from  
17 deposit account.--

18 (1) A transferee of money takes the money free of a  
19 security interest unless the transferee acts in collusion with  
20 the debtor in violating the rights of the secured party.

21 (2) A transferee of funds from a deposit account takes  
22 the funds free of a security interest in the deposit account  
23 unless the transferee acts in collusion with the debtor in  
24 violating the rights of the secured party.

25 679.333 Priority of certain liens arising by operation  
26 of law.--

27 (1) In this section, the term "possessory lien" means  
28 an interest, other than a security interest or an agricultural  
29 lien:

30 (a) Which secures payment or performance of an  
31 obligation for services or materials furnished with respect to

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1 goods by a person in the ordinary course of the person's  
2 business;

3 (b) Which is created by statute or rule of law in  
4 favor of the person; and

5 (c) The effectiveness of which depends on the person's  
6 possession of the goods.

7 (2) A possessory lien on goods has priority over a  
8 security interest in the goods unless the lien is created by a  
9 statute that expressly provides otherwise.

10 679.334 Priority of security interests in fixtures and  
11 crops.--

12 (1) A security interest under this chapter may be  
13 created in goods that are fixtures or may continue in goods  
14 that become fixtures. A security interest does not exist  
15 under this chapter in ordinary building materials incorporated  
16 into an improvement on land.

17 (2) This chapter does not prevent creation of an  
18 encumbrance upon fixtures under real property law.

19 (3) A security interest in goods which are or become  
20 fixtures is invalid against any person with an interest in the  
21 real property at the time the security interest in the goods  
22 is perfected or at the time the goods are affixed to the real  
23 property, whichever occurs later, unless such person has  
24 consented to the security interest or disclaimed an interest  
25 in the goods as fixtures.

26 (4) A security interest in goods which are or become  
27 fixtures takes priority as to the goods over the claims of all  
28 persons acquiring an interest in the real property subsequent  
29 to the perfection of such security interest or the affixing of  
30 the goods to the real property, whichever occurs later.

31 (5) A perfected security interest in fixtures has

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1 priority over a conflicting interest of an encumbrancer or  
2 owner of the real property if the security interest is:

3 (a) Created in a manufactured home in a  
4 manufactured-home transaction; and

5 (b) Perfected pursuant to a statute described in s.  
6 679.3111(1)(b).

7 (6) A perfected security interest in crops growing on  
8 real property has priority over a conflicting interest of an  
9 encumbrancer or owner of the real property if the debtor has  
10 an interest of record in or is in possession of the real  
11 property.

12 (7) Subsection (6) prevails over any inconsistent  
13 provisions of the statutes.

14 679.335 Accessions.--

15 (1) A security interest may be created in an accession  
16 and continues in collateral that becomes an accession.

17 (2) If a security interest is perfected when the  
18 collateral becomes an accession, the security interest remains  
19 perfected in the collateral.

20 (3) Except as otherwise provided in subsection (4),  
21 the other provisions of this part determine the priority of a  
22 security interest in an accession.

23 (4) A security interest in an accession is subordinate  
24 to a security interest in the whole which is perfected by  
25 compliance with the requirements of a certificate-of-title  
26 statute under s. 679.3111(2).

27 (5) After default, subject to part VI, a secured party  
28 may remove an accession from other goods if the security  
29 interest in the accession has priority over the claims of  
30 every person having an interest in the whole.

31 (6) A secured party that removes an accession from

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1 other goods under subsection (5) shall promptly reimburse any  
2 holder of a security interest or other lien on, or owner of,  
3 the whole or of the other goods, other than the debtor, for  
4 the cost of repair of any physical injury to the whole or the  
5 other goods. The secured party need not reimburse the holder  
6 or owner for any diminution in value of the whole or the other  
7 goods caused by the absence of the accession removed or by any  
8 necessity for replacing it. A person entitled to  
9 reimbursement may refuse permission to remove until the  
10 secured party gives adequate assurance for the performance of  
11 the obligation to reimburse.

12 679.336 Commingled goods.--

13 (1) In this section, the term "commingled goods" means  
14 goods that are physically united with other goods in such a  
15 manner that their identity is lost in a product or mass.

16 (2) A security interest does not exist in commingled  
17 goods as such. However, a security interest may attach to a  
18 product or mass that results when goods become commingled  
19 goods.

20 (3) If collateral becomes commingled goods, a security  
21 interest attaches to the product or mass.

22 (4) If a security interest in collateral is perfected  
23 before the collateral becomes commingled goods, the security  
24 interest that attaches to the product or mass under subsection  
25 (3) is perfected.

26 (5) Except as otherwise provided in subsection (6),  
27 the other provisions of this part determine the priority of a  
28 security interest that attaches to the product or mass under  
29 subsection (3).

30 (6) If more than one security interest attaches to the  
31 product or mass under subsection (3), the following rules



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1 determine priority:

2 (a) A security interest that is perfected under  
3 subsection (4) has priority over a security interest that is  
4 unperfected at the time the collateral becomes commingled  
5 goods.

6 (b) If more than one security interest is perfected  
7 under subsection (4), the security interests rank equally in  
8 proportion to value of the collateral at the time it became  
9 commingled goods.

10 679.337 Priority of security interests in goods  
11 covered by certificate of title.--If, while a security  
12 interest in goods is perfected by any method under the law of  
13 another jurisdiction, this state issues a certificate of title  
14 that does not show that the goods are subject to the security  
15 interest or contain a statement that they may be subject to  
16 security interests not shown on the certificate:

17 (1) A buyer of the goods, other than a person in the  
18 business of selling goods of that kind, takes free of the  
19 security interest if the buyer gives value and receives  
20 delivery of the goods after issuance of the certificate and  
21 without knowledge of the security interest; and

22 (2) The security interest is subordinate to a  
23 conflicting security interest in the goods that attaches, and  
24 is perfected under s. 679.3111(2), after issuance of the  
25 certificate and without the conflicting secured party's  
26 knowledge of the security interest.

27 679.338 Priority of security interest or agricultural  
28 lien perfected by filed financing statement providing certain  
29 incorrect information.--If a security interest or agricultural  
30 lien is perfected by a filed financing statement providing  
31 information described in s. 679.516(2)(e) which is incorrect

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1 at the time the financing statement is filed:

2 (1) The security interest or agricultural lien is  
3 subordinate to a conflicting perfected security interest in  
4 the collateral to the extent that the holder of the  
5 conflicting security interest gives value in reasonable  
6 reliance upon the incorrect information; and

7 (2) A purchaser, other than a secured party, of the  
8 collateral takes free of the security interest or agricultural  
9 lien to the extent that, in reasonable reliance upon the  
10 incorrect information, the purchaser gives value and, in the  
11 case of chattel paper, documents, goods, instruments, or a  
12 security certificate, receives delivery of the collateral.

13 679.339 Priority subject to subordination.--This  
14 chapter does not preclude subordination by agreement by a  
15 person entitled to priority.

16 679.340 Effectiveness of right of recoupment or  
17 set-off against deposit account.--

18 (1) Except as otherwise provided in subsection (3), a  
19 bank with which a deposit account is maintained may exercise  
20 any right of recoupment or set-off against a secured party  
21 that holds a security interest in the deposit account.

22 (2) Except as otherwise provided in subsection (3),  
23 the application of this chapter to a security interest in a  
24 deposit account does not affect a right of recoupment or  
25 set-off of the secured party as to a deposit account  
26 maintained with the secured party.

27 (3) The exercise by a bank of a set-off against a  
28 deposit account is ineffective against a secured party that  
29 holds a security interest in the deposit account which is  
30 perfected by control under s. 679.1041(1)(c), if the set-off  
31 is based on a claim against the debtor.

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1           679.341 Bank's rights and duties with respect to  
2 deposit account.--Except as otherwise provided in s.  
3 679.340(3), and unless the bank otherwise agrees in an  
4 authenticated record, a bank's rights and duties with respect  
5 to a deposit account maintained with the bank are not  
6 terminated, suspended, or modified by:  
7           (1) The creation, attachment, or perfection of a  
8 security interest in the deposit account;  
9           (2) The bank's knowledge of the security interest; or  
10           (3) The bank's receipt of instructions from the  
11 secured party.

12           679.342 Bank's right to refuse to enter into or  
13 disclose existence of control agreement.--This chapter does  
14 not require a bank to enter into an agreement of the kind  
15 described in s. 679.1041(1)(b), even if its customer so  
16 requests or directs. A bank that has entered into such an  
17 agreement is not required to confirm the existence of the  
18 agreement to another person unless requested to do so by its  
19 customer.

20           Section 4. Part IV of chapter 679, Florida Statutes,  
21 consisting of sections 679.401, 679.4011, 679.402, 679.403,  
22 679.404, 679.405, 679.406, 679.407, and 679.408, Florida  
23 Statutes, is repealed and a new part IV, consisting of  
24 sections 679.40111, 679.4021, 679.4031, 679.4041, 679.4051,  
25 679.4061, 679.4071, 679.4081, and 679.409, Florida Statutes,  
26 is created to read:

27                           PART IV

28                                   RIGHTS OF THIRD PARTIES

29           679.40111 Alienability of debtor's rights.--  
30           (1) Except as otherwise provided in subsection (2) and  
31 ss. 679.4061, 679.4071, 679.4081, and 679.409, whether a

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1 debtor's rights in collateral may be voluntarily or  
2 involuntarily transferred is governed by law other than this  
3 chapter.

4 (2) An agreement between the debtor and secured party  
5 which prohibits a transfer of the debtor's rights in  
6 collateral or makes the transfer a default does not prevent  
7 the transfer from taking effect.

8 679.4021 Secured party not obligated on contract of  
9 debtor or in tort.--The existence of a security interest,  
10 agricultural lien, or authority given to a debtor to dispose  
11 of or use collateral, without more, does not subject a secured  
12 party to liability in contract or tort for the debtor's acts  
13 or omissions.

14 679.4031 Agreement not to assert defenses against  
15 assignee.--

16 (1) In this section, the term "value" has the meaning  
17 provided in s. 673.3031(1).

18 (2) Except as otherwise provided in this section, an  
19 agreement between an account debtor and an assignor not to  
20 assert against an assignee any claim or defense that the  
21 account debtor may have against the assignor is enforceable by  
22 an assignee that takes an assignment:

23 (a) For value;

24 (b) In good faith;

25 (c) Without notice of a claim of a property or  
26 possessory right to the property assigned; and

27 (d) Without notice of a defense or claim in recoupment  
28 of the type that may be asserted against a person entitled to  
29 enforce a negotiable instrument under s. 673.3031(1).

30 (3) Subsection (2) does not apply to defenses of a  
31 type that may be asserted against a holder in due course of a

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1 negotiable instrument under s. 673.3031(2).

2 (4) In a consumer transaction, if a record evidences  
3 the account debtor's obligation, law other than this chapter  
4 requires that the record include a statement to the effect  
5 that the rights of an assignee are subject to claims or  
6 defenses that the account debtor could assert against the  
7 original obligee, and the record does not include such a  
8 statement:

9 (a) The record has the same effect as if the record  
10 included such a statement; and

11 (b) The account debtor may assert against an assignee  
12 those claims and defenses that would have been available if  
13 the record included such a statement.

14 (5) This section is subject to law other than this  
15 chapter which establishes a different rule for an account  
16 debtor who is an individual and who incurred the obligation  
17 primarily for personal, family, or household purposes.

18 (6) Except as otherwise provided in subsection (4),  
19 this section does not displace law other than this chapter  
20 which gives effect to an agreement by an account debtor not to  
21 assert a claim or defense against an assignee.

22 679.4041 Rights acquired by assignee; claims and  
23 defenses against assignee.--

24 (1) Unless an account debtor has made an enforceable  
25 agreement not to assert defenses or claims, and subject to  
26 subsections (2) through (5), the rights of an assignee are  
27 subject to:

28 (a) All terms of the agreement between the account  
29 debtor and assignor and any defense or claim in recoupment  
30 arising from the transaction that gave rise to the contract;  
31 and

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1           (b) Any other defense or claim of the account debtor  
2 against the assignor which accrues before the account debtor  
3 receives a notification of the assignment authenticated by the  
4 assignor or the assignee.

5           (2) Subject to subsection (3) and except as otherwise  
6 provided in subsection (4), the claim of an account debtor  
7 against an assignor may be asserted against an assignee under  
8 subsection (1) only to reduce the amount the account debtor  
9 owes.

10           (3) This section is subject to law other than this  
11 chapter which establishes a different rule for an account  
12 debtor who is an individual and who incurred the obligation  
13 primarily for personal, family, or household purposes.

14           (4) In a consumer transaction, if a record evidences  
15 the account debtor's obligation, law other than this chapter  
16 requires that the record include a statement to the effect  
17 that the account debtor's recovery against an assignee with  
18 respect to claims and defenses against the assignor may not  
19 exceed amounts paid by the account debtor under the record,  
20 and the record does not include such a statement, the extent  
21 to which a claim of an account debtor against the assignor may  
22 be asserted against an assignee is determined as if the record  
23 included such a statement.

24           (5) This section does not apply to an assignment of a  
25 health-care-insurance receivable.

26           679.4051 Modification of assigned contract.--

27           (1) A modification of or substitution for an assigned  
28 contract is effective against an assignee if made in good  
29 faith. The assignee acquires corresponding rights under the  
30 modified or substituted contract. The assignment may provide  
31 that the modification or substitution is a breach of contract

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1 by the assignor. This subsection is subject to subsections  
2 (2) through (4).

3 (2) Subsection (1) applies to the extent that:

4 (a) The right to payment or a part thereof under an  
5 assigned contract has not been fully earned by performance; or

6 (b) The right to payment or a part thereof has been  
7 fully earned by performance and the account debtor has not  
8 received notification of the assignment under s. 679.4061(1).

9 (3) This section is subject to law other than this  
10 chapter which establishes a different rule for an account  
11 debtor who is an individual and who incurred the obligation  
12 primarily for personal, family, or household purposes.

13 (4) This section does not apply to an assignment of a  
14 health-care-insurance receivable.

15 679.4061 Discharge of account debtor; notification of  
16 assignment; identification and proof of assignment;  
17 restrictions on assignment of accounts, chattel paper, payment  
18 intangibles, and promissory notes ineffective.--

19 (1) Subject to subsections (2) through (9), an account  
20 debtor on an account, chattel paper, or a payment intangible  
21 may discharge its obligation by paying the assignor until, but  
22 not after, the account debtor receives a notification,  
23 authenticated by the assignor or the assignee, that the amount  
24 due or to become due has been assigned and that payment is to  
25 be made to the assignee. After receipt of the notification,  
26 the account debtor may discharge its obligation by paying the  
27 assignee and may not discharge the obligation by paying the  
28 assignor.

29 (2) Subject to subsection (8), notification is  
30 ineffective under subsection (1):

31 (a) If it does not reasonably identify the rights

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1 assigned;

2 (b) To the extent that an agreement between an account  
3 debtor and a seller of a payment intangible limits the account  
4 debtor's duty to pay a person other than the seller and the  
5 limitation is effective under law other than this chapter; or

6 (c) At the option of an account debtor, if the  
7 notification notifies the account debtor to make less than the  
8 full amount of any installment or other periodic payment to  
9 the assignee, even if:

10 1. Only a portion of the account, chattel paper, or  
11 payment intangible has been assigned to that assignee;

12 2. A portion has been assigned to another assignee; or

13 3. The account debtor knows that the assignment to  
14 that assignee is limited.

15 (3) Subject to subsection (8), if requested by the  
16 account debtor, an assignee shall seasonably furnish  
17 reasonable proof that the assignment has been made. Unless  
18 the assignee complies, the account debtor may discharge its  
19 obligation by paying the assignor, even if the account debtor  
20 has received a notification under subsection (1).

21 (4) Except as otherwise provided in subsection (5) and  
22 ss. 680.303 and 679.4071, and subject to subsection (8), a  
23 term in an agreement between an account debtor and an assignor  
24 or in a promissory note is ineffective to the extent that it:

25 (a) Prohibits, restricts, or requires the consent of  
26 the account debtor or person obligated on the promissory note  
27 to the assignment or transfer of, or the creation, attachment,  
28 perfection, or enforcement of a security interest in, the  
29 account, chattel paper, payment intangible, or promissory  
30 note; or

31 (b) Provides that the assignment or transfer or the



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1 creation, attachment, perfection, or enforcement of the  
2 security interest may give rise to a default, breach, right of  
3 recoupment, claim, defense, termination, right of termination,  
4 or remedy under the account, chattel paper, payment  
5 intangible, or promissory note.

6 (5) Subsection (4) does not apply to the sale of a  
7 payment intangible or promissory note.

8 (6) Except as otherwise provided in ss. 680.303 and  
9 679.4071 and subject to subsections (8) and (9), a rule of  
10 law, statute, or regulation that prohibits, restricts, or  
11 requires the consent of a government, governmental body or  
12 official, or account debtor to the assignment or transfer of,  
13 or creation of a security interest in, an account or chattel  
14 paper is ineffective to the extent that the rule of law,  
15 statute, or regulation:

16 (a) Prohibits, restricts, or requires the consent of  
17 the government, governmental body or official, or account  
18 debtor to the assignment or transfer of, or the creation,  
19 attachment, perfection, or enforcement of a security interest  
20 in the account or chattel paper; or

21 (b) Provides that the assignment or transfer or the  
22 creation, attachment, perfection, or enforcement of the  
23 security interest may give rise to a default, breach, right of  
24 recoupment, claim, defense, termination, right of termination,  
25 or remedy under the account or chattel paper.

26 (7) Subject to subsection (8), an account debtor may  
27 not waive or vary its option under paragraph (2)(c).

28 (8) This section is subject to law other than this  
29 chapter which establishes a different rule for an account  
30 debtor who is an individual and who incurred the obligation  
31 primarily for personal, family, or household purposes.

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1 Subsection (6) does not apply to the creation, attachment,  
2 perfection, or enforcement of a security interest in:

3 (a) A claim of a debtor who is a natural person  
4 against an employer to receive compensation for injuries or  
5 sickness while an employee.

6 (b) The interest of a debtor who is a natural person  
7 in unemployment, alimony, disability, pension, or retirement  
8 benefits or victim compensation funds.

9 (c) The interest of a debtor who is a natural person  
10 in other benefits which are designated solely for his or her  
11 maintenance, support, or education, the assignability of which  
12 is expressly prohibited or restricted by any statute.

13  
14 However, this provision shall not preclude such debtor's  
15 creation, attachment, perfection, or enforcement of a security  
16 interest in a settlement arising from a personal injury claim  
17 other than one against an employer arising out of the debtor's  
18 employment.

19 (9) This section does not apply to an assignment of a  
20 health-care-insurance receivable.

21 (10) This section prevails over any inconsistent  
22 statute, rule, or regulation.

23 679.4071 Restrictions on creation or enforcement of  
24 security interest in leasehold interest or in lessor's  
25 residual interest.--

26 (1) Except as otherwise provided in subsection (2), a  
27 term in a lease agreement is ineffective to the extent that  
28 it:

29 (a) Prohibits, restricts, or requires the consent of a  
30 party to the lease to the assignment or transfer of, or the  
31 creation, attachment, perfection, or enforcement of a security

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1 interest in, an interest of a party under the lease contract  
2 or in the lessor's residual interest in the goods; or

3 (b) Provides that the assignment or transfer or the  
4 creation, attachment, perfection, or enforcement of the  
5 security interest may give rise to a default, breach, right of  
6 recoupment, claim, defense, termination, right of termination,  
7 or remedy under the lease.

8 (2) Except as otherwise provided in s. 680.303(7), a  
9 term described in paragraph (1)(b) is effective to the extent  
10 that there is:

11 (a) A transfer by the lessee of the lessee's right of  
12 possession or use of the goods in violation of the term; or

13 (b) A delegation of a material performance of either  
14 party to the lease contract in violation of the term.

15 (3) The creation, attachment, perfection, or  
16 enforcement of a security interest in the lessor's interest  
17 under the lease contract or the lessor's residual interest in  
18 the goods is not a transfer that materially impairs the  
19 lessee's prospect of obtaining return performance or  
20 materially changes the duty of or materially increases the  
21 burden or risk imposed on the lessee within the purview of s.  
22 680.303(4) unless, and then only to the extent that,  
23 enforcement actually results in a delegation of material  
24 performance of the lessor.

25 679.4081 Restrictions on assignment of promissory  
26 notes, health-care-insurance receivables, and certain general  
27 intangibles ineffective.--

28 (1) Except as otherwise provided in subsection (2), a  
29 term in a promissory note or in an agreement between an  
30 account debtor and a debtor which relates to a  
31 health-care-insurance receivable or a general intangible,

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1 including a contract, permit, license, or franchise, and which  
2 term prohibits, restricts, or requires the consent of the  
3 person obligated on the promissory note or the account debtor  
4 to, the assignment or transfer of, or creation, attachment, or  
5 perfection of a security interest in, the promissory note,  
6 health-care-insurance receivable, or general intangible, is  
7 ineffective to the extent that the term:

8 (a) Would impair the creation, attachment, or  
9 perfection of a security interest; or

10 (b) Provides that the assignment or transfer or the  
11 creation, attachment, or perfection of the security interest  
12 may give rise to a default, breach, right of recoupment,  
13 claim, defense, termination, right of termination, or remedy  
14 under the promissory note, health-care-insurance receivable,  
15 or general intangible.

16 (2) Subsection (1) applies to a security interest in a  
17 payment intangible or promissory note only if the security  
18 interest arises out of a sale of the payment intangible or  
19 promissory note.

20 (3) A rule of law, statute, or regulation that  
21 prohibits, restricts, or requires the consent of a government,  
22 governmental body or official, person obligated on a  
23 promissory note, or account debtor to the assignment or  
24 transfer of, or creation of a security interest in, a  
25 promissory note, health-care-insurance receivable, or general  
26 intangible, including a contract, permit, license, or  
27 franchise between an account debtor and a debtor, is  
28 ineffective to the extent that the rule of law, statute, or  
29 regulation:

30 (a) Would impair the creation, attachment, or  
31 perfection of a security interest; or

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1           (b) Provides that the assignment or transfer or the  
2 creation, attachment, or perfection of the security interest  
3 may give rise to a default, breach, right of recoupment,  
4 claim, defense, termination, right of termination, or remedy  
5 under the promissory note, health-care-insurance receivable,  
6 or general intangible.

7           (4) To the extent that a term in a promissory note or  
8 in an agreement between an account debtor and a debtor which  
9 relates to a health-care-insurance receivable or general  
10 intangible or a rule of law, statute, or regulation described  
11 in subsection (3) would be effective under law other than this  
12 chapter but is ineffective under subsection (1) or subsection  
13 (3), the creation, attachment, or perfection of a security  
14 interest in the promissory note, health-care-insurance  
15 receivable, or general intangible:

16           (a) Is not enforceable against the person obligated on  
17 the promissory note or the account debtor;

18           (b) Does not impose a duty or obligation on the person  
19 obligated on the promissory note or the account debtor;

20           (c) Does not require the person obligated on the  
21 promissory note or the account debtor to recognize the  
22 security interest, pay or render performance to the secured  
23 party, or accept payment or performance from the secured  
24 party;

25           (d) Does not entitle the secured party to use or  
26 assign the debtor's rights under the promissory note,  
27 health-care-insurance receivable, or general intangible,  
28 including any related information or materials furnished to  
29 the debtor in the transaction giving rise to the promissory  
30 note, health-care-insurance receivable, or general intangible;

31           (e) Does not entitle the secured party to use, assign,

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1 possess, or have access to any trade secrets or confidential  
2 information of the person obligated on the promissory note or  
3 the account debtor; and

4 (f) Does not entitle the secured party to enforce the  
5 security interest in the promissory note,  
6 health-care-insurance receivable, or general intangible.

7 (5) This section prevails over any inconsistent  
8 statute, rule, or regulation.

9 (6) Subsection (3) does not apply to the creation,  
10 attachment, perfection, or enforcement of a security interest  
11 in:

12 (a) A claim of a debtor who is a natural person  
13 against an employer to receive compensation for injuries or  
14 sickness while an employee.

15 (b) The interest of a debtor who is a natural person  
16 in unemployment, alimony, disability, pension, or retirement  
17 benefits or victim compensation funds.

18 (c) The interest of a debtor who is a natural person  
19 in other benefits which are designated solely for his or her  
20 maintenance or support, the assignability of which is  
21 expressly prohibited or restricted by any statute.

22  
23 However, this provision shall not preclude such debtor's  
24 creation, attachment, perfection, or enforcement of a security  
25 interest in a settlement arising from a personal injury claim  
26 other than one against an employer arising out of the debtor's  
27 employment.

28 679.409 Restrictions on assignment of letter-of-credit  
29 rights ineffective.--

30 (1) A term in a letter of credit or a rule of law,  
31 statute, regulation, custom, or practice applicable to the

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1 letter of credit which prohibits, restricts, or requires the  
2 consent of an applicant, issuer, or nominated person to a  
3 beneficiary's assignment of or creation of a security interest  
4 in a letter-of-credit right is ineffective to the extent that  
5 the term or rule of law, statute, regulation, custom, or  
6 practice:

7 (a) Would impair the creation, attachment, or  
8 perfection of a security interest in the letter-of-credit  
9 right; or

10 (b) Provides that the assignment or the creation,  
11 attachment, or perfection of the security interest may give  
12 rise to a default, breach, right of recoupment, claim,  
13 defense, termination, right of termination, or remedy under  
14 the letter-of-credit right.

15 (2) To the extent that a term in a letter of credit is  
16 ineffective under subsection (1) but would be effective under  
17 law other than this chapter or a custom or practice applicable  
18 to the letter of credit, to the transfer of a right to draw or  
19 otherwise demand performance under the letter of credit, or to  
20 the assignment of a right to proceeds of the letter of credit,  
21 the creation, attachment, or perfection of a security interest  
22 in the letter-of-credit right:

23 (a) Is not enforceable against the applicant, issuer,  
24 nominated person, or transferee beneficiary;

25 (b) Imposes no duties or obligations on the applicant,  
26 issuer, nominated person, or transferee beneficiary; and

27 (c) Does not require the applicant, issuer, nominated  
28 person, or transferee beneficiary to recognize the security  
29 interest, pay or render performance to the secured party, or  
30 accept payment or other performance from the secured party.

31 Section 5. (1) The Legislature finds that it is in

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1 the best interest of the citizens and businesses of this state  
2 to adopt Part V of Revised Article 9 of the Uniform Commercial  
3 Code as proposed by the National Conference of Commissioners  
4 on Uniform State Law, "revised Article 9," subject to specific  
5 modifications, as revised chapter 679, Florida Statutes. Such  
6 revised Article 9 almost exclusively affects secured  
7 transactions and the relationships between and among secured  
8 creditors, debtors, other creditors, and purchasers of  
9 personal property subject to a security interest. Both  
10 individuals and business entities are intended to benefit from  
11 the enactment of revised Article 9.

12 (2) The Legislature also finds that, among other  
13 things, revised Article 9 contemplates a more straightforward  
14 and efficient system for documenting the perfection,  
15 amendment, continuance, termination, assignment, and transfer  
16 of security interests and requires less governmental  
17 involvement than necessary under existing law. Revised  
18 Article 9 suggests the possibility that states may delegate  
19 their historical administrative and operational  
20 responsibilities over financing statement filings to a  
21 nongovernmental entity. This principle complements the  
22 legislative policy of reducing government's detailed  
23 regulation and involvement with private commerce and business  
24 transactions. Consistent with other revisions to current  
25 chapter 679, Florida Statutes, being adopted by this act, the  
26 requirement for exclusive administration and operation by this  
27 state of the system of filing and maintaining documents  
28 evidencing secured transactions no longer exists. However, the  
29 carrying out of the duties of the filing office and filing  
30 officer are very important to the uninterrupted flow of  
31 secured transactions and the Secretary of State shall retain



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1 oversight over the private filing agency to which the filing  
2 office and filing officer duties under revised Article 9, as  
3 revised chapter 679, Florida Statutes, may be delegated.

4 Section 6. Part V of chapter 679, Florida Statutes,  
5 consisting of sections 679.501, 679.502, 679.503, 679.504,  
6 679.505, 679.506, and 679.507, Florida Statutes, is repealed  
7 and a new part V, consisting of sections 679.5011, 679.5021,  
8 679.5031, 679.5041, 679.5051, 679.5061, 679.5071, 679.508,  
9 679.509, 679.510, 679.511, 679.512, 679.513, 671.514, 679.515,  
10 679.516, 679.517, 679.518, 679.519, 679.520, 679.521, 679.522,  
11 679.523, 679.524, 679.525, 679.526, and 679.527, Florida  
12 Statutes, is created to read:

13 PART V

14 FILING

15 679.5011 Filing office.--

16 (1) Except as otherwise provided in subsection (2),  
17 the office in which to file a financing statement to perfect a  
18 security interest or agricultural lien is:

19 (a) The office of the clerk of the circuit court, if:

20 1. The collateral is as-extracted collateral or timber  
21 to be cut; or

22 2. The financing statement is filed as a fixture  
23 filing and the collateral is goods that are or are to become  
24 fixtures;

25 (b) The office of the Secretary of State, in  
26 accordance with ss. 679.3011-679.3071, and in all other cases.

27 (2) The office in which to file a financing statement  
28 to perfect a security interest in collateral, including  
29 fixtures, of a transmitting utility is the office of the  
30 Secretary of State. The financing statement also constitutes  
31 a fixture filing as to the collateral indicated in the

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1 financing statement which is or is to become fixtures.  
2 679.5021 Contents of financing statement; record of  
3 mortgage as financing statement; time of filing financing  
4 statement.--  
5 (1) Subject to subsection (2), a financing statement  
6 is sufficient only if it:  
7 (a) Provides the name of the debtor;  
8 (b) Provides the name of the secured party or a  
9 representative of the secured party; and  
10 (c) Indicates the collateral covered by the financing  
11 statement.  
12 (2) Except as otherwise provided in s. 679.5011(2), to  
13 be sufficient, a financing statement that covers as-extracted  
14 collateral or timber to be cut, or that is filed as a fixture  
15 filing and covers goods that are or are to become fixtures,  
16 must comply with the requirements of subsection (1) and also:  
17 (a) Indicate that it covers this type of collateral;  
18 (b) Indicate that it is to be filed in the real  
19 property records;  
20 (c) Provide a description of the real property to  
21 which the collateral is related; and  
22 (d) If the debtor does not have an interest of record  
23 in the real property, provide the name of a record owner.  
24 (3) A record of a mortgage satisfying the requirements  
25 of chapter 697 is effective, from the date of recording, as a  
26 financing statement filed as a fixture filing or as a  
27 financing statement covering as-extracted collateral or timber  
28 to be cut only if:  
29 (a) The record of a mortgage indicates the goods or  
30 accounts that it covers;  
31 (b) The goods are or are to become fixtures related to

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1 the real property described in the record of a mortgage or the  
2 collateral is related to the real property described in the  
3 mortgage and is as-extracted collateral or timber to be cut;

4 (c) The record of a mortgage complies with the  
5 requirements for a financing statement in this section other  
6 than an indication that it is to be filed in the real property  
7 records; and

8 (d) The record of a mortgage is recorded as required  
9 by chapter 697.

10 (4) A financing statement may be filed before a  
11 security agreement is made or a security interest otherwise  
12 attaches.

13 679.5031 Name of debtor and secured party.--

14 (1) A financing statement sufficiently provides the  
15 name of the debtor:

16 (a) If the debtor is a registered organization, only  
17 if the financing statement provides the name of the debtor  
18 indicated on the public record of the debtor's jurisdiction of  
19 organization which shows the debtor to have been organized;

20 (b) If the debtor is a decedent's estate, only if the  
21 financing statement provides the name of the decedent and  
22 indicates that the debtor is an estate;

23 (c) If the debtor is a trust or a trustee acting with  
24 respect to property held in trust, only if the financing  
25 statement:

26 1. Provides the name, if any, specified for the trust  
27 in its organic documents or, if no name is specified, provides  
28 the name of the settlor and additional information sufficient  
29 to distinguish a debtor from other trusts having one or more  
30 of the same settlors; and

31 2. Indicates, in the debtor's name or otherwise, that

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1 the debtor is a trust or is a trustee acting with respect to  
2 property held in trust; and  
3 (d) In other cases:  
4 1. If the debtor has a name, only if it provides the  
5 individual or organizational name of the debtor; and  
6 2. If the debtor does not have a name, only if it  
7 provides the names of the partners, members, associates, or  
8 other persons comprising the debtor.  
9 (2) A financing statement that provides the name of  
10 the debtor in accordance with subsection (1) is not rendered  
11 ineffective by the absence of:  
12 (a) A trade name or other name of the debtor; or  
13 (b) Unless required under subparagraph (1)(d)2., names  
14 of partners, members, associates, or other persons comprising  
15 the debtor.  
16 (3) A financing statement that provides only the  
17 debtor's trade name does not sufficiently provide the name of  
18 the debtor.  
19 (4) Failure to indicate the representative capacity of  
20 a secured party or representative of a secured party does not  
21 affect the sufficiency of a financing statement.  
22 (5) A financing statement may provide the name of more  
23 than one debtor and the name of more than one secured party.  
24 679.5041 Indication of collateral.--A financing  
25 statement sufficiently indicates the collateral that it covers  
26 if the financing statement provides:  
27 (1) A description of the collateral pursuant to s.  
28 679.1081; or  
29 (2) If the security agreement grants a security  
30 interest in all of the debtor's personal property and such  
31 property is reasonably identified in the security agreement,

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1 as permitted by s. 679.1081, an indication that the financing  
2 statement covers all assets or all personal property.

3 679.5051 Filing and compliance with other statutes and  
4 treaties for consignments, leases, bailments, and other  
5 transactions.--

6 (1) A consignor, lessor, or bailor of goods, a  
7 licensor, or a buyer of a payment intangible or promissory  
8 note may file a financing statement, or may comply with a  
9 statute or treaty described in s. 679.3111(1), using the terms  
10 "consignor," "consignee," "lessor," "lessee," "bailor,"  
11 "bailee," "licensor," "licensee," "owner," "registered owner,"  
12 "buyer," "seller," or words of similar import, instead of the  
13 terms "secured party" and "debtor."

14 (2) This part applies to the filing of a financing  
15 statement under subsection (1) and, as appropriate, to  
16 compliance that is equivalent to filing a financing statement  
17 under s. 679.3111(2), but the filing or compliance is not of  
18 itself a factor in determining whether the collateral secures  
19 an obligation. If it is determined for another reason that the  
20 collateral secures an obligation, a security interest held by  
21 the consignor, lessor, bailor, licensor, owner, or buyer which  
22 attaches to the collateral is perfected by the filing or  
23 compliance.

24 679.5061 Effect of errors or omissions.--

25 (1) A financing statement substantially complying with  
26 the requirements of this part is effective, even if it has  
27 minor errors or omissions, unless the errors or omissions make  
28 the financing statement seriously misleading.

29 (2) Except as otherwise provided in subsection (3), a  
30 financing statement that fails sufficiently to provide the  
31 name of the debtor in accordance with s. 679.5031(1) is

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1 seriously misleading.

2 (3) If a search of the records of the filing office  
3 under the debtor's correct name, using the filing office's  
4 standard search logic, if any, would disclose a financing  
5 statement that fails sufficiently to provide the name of the  
6 debtor in accordance with s. 679.5031(1), the name provided  
7 does not make the financing statement seriously misleading.

8 (4) For purposes of s. 679.508(2), the term "debtor's  
9 correct name" as used in subsection (3) means the correct name  
10 of the new debtor.

11 679.5071 Effect of certain events on effectiveness of  
12 financing statement.--

13 (1) A filed financing statement remains effective with  
14 respect to collateral that is sold, exchanged, leased,  
15 licensed, or otherwise disposed of and in which a security  
16 interest or agricultural lien continues, even if the secured  
17 party knows of or consents to the disposition.

18 (2) Except as otherwise provided in subsection (3) and  
19 s. 679.508, a financing statement is not rendered ineffective  
20 if, after the financing statement is filed, the information  
21 provided in the financing statement becomes seriously  
22 misleading under the standard set forth in s. 679.5061.

23 (3) If a debtor so changes its name that a filed  
24 financing statement becomes seriously misleading under the  
25 standard set forth in s. 679.5061:

26 (a) The financing statement is effective to perfect a  
27 security interest in collateral acquired by the debtor before,  
28 or within 4 months after, the change; and

29 (b) The financing statement is not effective to  
30 perfect a security interest in collateral acquired by the  
31 debtor more than 4 months after the change, unless an

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1 amendment to the financing statement which renders the  
2 financing statement not seriously misleading is filed within 4  
3 months after the change.

4 679.508 Effectiveness of financing statement if new  
5 debtor becomes bound by security agreement.--

6 (1) Except as otherwise provided in this section, a  
7 filed financing statement naming an original debtor is  
8 effective to perfect a security interest in collateral in  
9 which a new debtor has or acquires rights to the extent that  
10 the financing statement would have been effective had the  
11 original debtor acquired rights in the collateral.

12 (2) If the difference between the name of the original  
13 debtor and that of the new debtor causes a filed financing  
14 statement that is effective under subsection (1) to be  
15 seriously misleading under the standard set forth in s.  
16 679.5061:

17 (a) The financing statement is effective to perfect a  
18 security interest in collateral acquired by the new debtor  
19 before, and within 4 months after, the new debtor becomes  
20 bound under s. 679.2031(4); and

21 (b) The financing statement is not effective to  
22 perfect a security interest in collateral acquired by the new  
23 debtor more than 4 months after the new debtor becomes bound  
24 under s. 679.2031(4) unless an initial financing statement  
25 providing the name of the new debtor is filed before the  
26 expiration of that time.

27 (3) This section does not apply to collateral as to  
28 which a filed financing statement remains effective against  
29 the new debtor under s. 679.5071(1).

30 679.509 Persons entitled to file a record.--

31 (1) A person may file an initial financing statement,

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1 amendment that adds collateral covered by a financing  
2 statement, or amendment that adds a debtor to a financing  
3 statement only if:  
4 (a) The debtor authorizes the filing in an  
5 authenticated record or pursuant to subsection (2) or  
6 subsection (3); or  
7 (b) The person holds an agricultural lien that has  
8 become effective at the time of filing and the financing  
9 statement covers only collateral in which the person holds an  
10 agricultural lien.  
11 (2) By authenticating or becoming bound as a debtor by  
12 a security agreement, a debtor or new debtor authorizes the  
13 filing of an initial financing statement, and an amendment,  
14 covering:  
15 (a) The collateral described in the security  
16 agreement; and  
17 (b) Property that becomes collateral under s.  
18 679.3151(1)(b), whether or not the security agreement  
19 expressly covers proceeds.  
20 (3) A person may file an amendment other than an  
21 amendment that adds collateral covered by a financing  
22 statement or an amendment that adds a debtor to a financing  
23 statement only if:  
24 (a) The secured party of record authorizes the filing;  
25 or  
26 (b) The amendment is a termination statement for a  
27 financing statement as to which the secured party of record  
28 has failed to file or send a termination statement as required  
29 by s. 679.5131(1) or (3).  
30 (4) If there is more than one secured party of record  
31 for a financing statement, each secured party of record may



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1 authorize the filing of an amendment under subsection (3).

2 (5) By acquiring collateral in which a security  
3 interest or agricultural lien continues under s. 679.3151(1),  
4 a debtor authorizes the filing of an initial financing, and an  
5 amendment, covering the collateral and property that become  
6 collateral under s. 679.3151(1)(b).

7 679.510 Effectiveness of filed record.--

8 (1) Subject to subsection (3), a filed record is  
9 effective only to the extent that it was filed by a person who  
10 may file it under s. 679.509.

11 (2) A record authorized by one secured party of record  
12 does not affect the financing statement with respect to  
13 another secured party of record.

14 (3) If a person may file a termination statement only  
15 under s. 679.509(3)(b), the filed termination statement is  
16 effective only if the debtor authorizes the filing and the  
17 termination statement indicates that the debtor authorized it  
18 to be filed.

19 (4) A continuation statement that is not filed within  
20 the 6-month period prescribed by s. 679.515(4) is ineffective.

21 679.511 Secured party of record.--

22 (1) A secured party of record with respect to a  
23 financing statement is a person whose name is provided as the  
24 name of the secured party or a representative of the secured  
25 party in an initial financing statement that has been filed.  
26 If an initial financing statement is filed under s.

27 679.514(1), the assignee named in the initial financing  
28 statement is the secured party of record with respect to the  
29 financing statement.

30 (2) If an amendment of a financing statement which  
31 provides the name of a person as a secured party or a

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1 representative of a secured party is filed, the person named  
2 in the amendment is a secured party of record. If an  
3 amendment is filed under s. 679.514(2), the assignee named in  
4 the amendment is a secured party of record.

5 (3) A person remains a secured party of record until  
6 the filing of an amendment of the financing statement which  
7 deletes the person.

8 679.512 Amendment of financing statement.--

9 (1) Subject to s. 679.509, a person may add or delete  
10 collateral covered by, continue or terminate the effectiveness  
11 of, or, subject to subsection (5), otherwise amend the  
12 information provided in, a financing statement by filing an  
13 amendment that:

14 (a) Identifies, by its correct file number, if any,  
15 the initial financing statement to which the amendment  
16 relates, and the name of the debtor and the secured party of  
17 record; and

18 (b) If the amendment relates to an initial financing  
19 statement filed or recorded in a filing office described in s.  
20 679.5011(1)(a), provides the information specified in s.  
21 679.5021(2), the official records book and page number of the  
22 initial financing statement to which the amendment relates,  
23 and the name of the debtor and secured party of record.

24 (2) Except as otherwise provided in s. 679.515, the  
25 filing of an amendment does not extend the period of  
26 effectiveness of the financing statement.

27 (3) A financing statement that is amended by an  
28 amendment that adds collateral is effective as to the added  
29 collateral only from the date of the filing of the amendment.

30 (4) A financing statement that is amended by an  
31 amendment that adds a debtor is effective as to the added

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1 debtor only from the date of the filing of the amendment.

2 (5) An amendment is ineffective to the extent it:

3 (a) Purports to delete all debtors and fails to  
4 provide the name of a debtor to be covered by the financing  
5 statement; or

6 (b) Purports to delete all secured parties of record  
7 and fails to provide the name of a new secured party of  
8 record.

9 679.513 Termination statement.--

10 (1) A secured party shall cause the secured party of  
11 record for a financing statement to file a termination  
12 statement for the financing statement if the financing  
13 statement covers consumer goods and:

14 (a) There is no obligation secured by the collateral  
15 covered by the financing statement and no commitment to make  
16 an advance, incur an obligation, or otherwise give value; or

17 (b) The debtor did not authorize the filing of the  
18 initial financing statement.

19 (2) To comply with subsection (1), a secured party  
20 shall cause the secured party of record to file the  
21 termination statement:

22 (a) Within 1 month after there is no obligation  
23 secured by the collateral covered by the financing statement  
24 and no commitment to make an advance, incur an obligation, or  
25 otherwise give value; or

26 (b) If earlier, within 20 days after the secured party  
27 receives an authenticated demand from a debtor.

28 (3) In cases not governed by subsection (1), within 20  
29 days after a secured party receives an authenticated demand  
30 from a debtor, the secured party shall cause the secured party  
31 of record for a financing statement to send to the debtor a

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1 termination statement for the financing statement or file the  
2 termination statement in the filing office if:

3 (a) Except in the case of a financing statement  
4 covering accounts or chattel paper that has been sold or goods  
5 that are the subject of a consignment, there is no obligation  
6 secured by the collateral covered by the financing statement  
7 and no commitment to make an advance, incur an obligation, or  
8 otherwise give value;

9 (b) The financing statement covers accounts or chattel  
10 paper that has been sold but as to which the account debtor or  
11 other person obligated has discharged its obligation;

12 (c) The financing statement covers goods that were the  
13 subject of a consignment to the debtor but are not in the  
14 debtor's possession; or

15 (d) The debtor did not authorize the filing of the  
16 initial financing statement.

17 (4) Except as otherwise provided in s. 679.510, upon  
18 the filing of a termination statement with the filing office,  
19 the financing statement to which the termination statement  
20 relates ceases to be effective. Except as otherwise provided  
21 in s. 679.510, for purposes of ss. 679.519(7) and 679.522(1),  
22 the filing with the filing office of a termination statement  
23 relating to a financing statement that indicates that the  
24 debtor is a transmitting utility also causes the effectiveness  
25 of the financing statement to lapse.

26 679.514 Assignment of powers of secured party of  
27 record.--

28 (1) Except as otherwise provided in subsection (3), an  
29 initial financing statement may reflect an assignment of all  
30 of the secured party's power to authorize an amendment to the  
31 financing statement by providing the name and mailing address

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1 of the assignee as the name and address of the secured party.

2 (2) Except as otherwise provided in subsection (3), a  
3 secured party of record may assign of record all or part of  
4 its power to authorize an amendment to a financing statement  
5 by filing in the filing office an amendment of the financing  
6 statement which:

7 (a) Identifies, by its correct file number and the  
8 secured party of record, the initial financing statement to  
9 which it relates;

10 (b) Provides the names of the assignor and debtor; and

11 (c) Provides the name and mailing address of the  
12 assignee.

13 (3) An assignment of record of a security interest in  
14 a fixture covered by a real property mortgage that is  
15 effective as a fixture filing under s. 679.5021(3) may be made  
16 only by an assignment of record of the mortgage in the manner  
17 provided by s. 701.02.

18 679.515 Duration and effectiveness of financing  
19 statement; effect of lapsed financing statement.--

20 (1) Except as otherwise provided in subsections (2),  
21 (5), (6), and (7), a filed financing statement is effective  
22 for a period of 5 years after the date of filing.

23 (2) Except as otherwise provided in subsections (5),  
24 (6), and (7), an initial financing statement filed in  
25 connection with a manufactured-home transaction is effective  
26 for a period of 30 years after the date of filing if it  
27 indicates that it is filed in connection with a  
28 manufactured-home transaction.

29 (3) The effectiveness of a filed financing statement  
30 lapses on the expiration of the period of its effectiveness  
31 unless, before the lapse, a continuation statement is filed

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1 pursuant to subsection (4). Upon lapse, a financing statement  
2 ceases to be effective and any security interest or  
3 agricultural lien that was perfected by the financing  
4 statement becomes unperfected, unless the security interest is  
5 perfected without filing. If the security interest or  
6 agricultural lien becomes unperfected upon lapse, it is deemed  
7 never to have been perfected as against a purchaser of the  
8 collateral for value.

9 (4) A continuation statement may be filed only within  
10 6 months before the expiration of the 5-year period specified  
11 in subsection (1) or the 30-year period specified in  
12 subsection (2), whichever is applicable.

13 (5) Except as otherwise provided in s. 679.510, upon  
14 timely filing of a continuation statement, the effectiveness  
15 of the initial financing statement continues for a period of 5  
16 years commencing on the day on which the financing statement  
17 would have become ineffective in the absence of the filing.  
18 Upon the expiration of the 5-year period, the financing  
19 statement lapses in the same manner as provided in subsection  
20 (3), unless, before the lapse, another continuation statement  
21 is filed pursuant to subsection (4). Succeeding continuation  
22 statements may be filed in the same manner to continue the  
23 effectiveness of the initial financing statement.

24 (6) If a debtor is a transmitting utility and a filed  
25 financing statement so indicates, the financing statement is  
26 effective until a termination statement is filed.

27 (7) A record of a mortgage satisfying the requirements  
28 of chapter 697 that is effective as a fixture filing under s.  
29 679.5021(3) remains effective as a financing statement filed  
30 as a fixture filing until the mortgage is released or  
31 satisfied of record or its effectiveness otherwise terminates

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1 as to the real property.

2 679.516 What constitutes filing; effectiveness of  
3 filing.--

4 (1) Except as otherwise provided in subsection (2),  
5 communication of a record to a filing office, tender of the  
6 processing fee, or acceptance of the record by the filing  
7 office constitutes filing.

8 (2) Filing does not occur with respect to a record  
9 that a filing office refuses to accept because:

10 (a) The record is not communicated by a method or  
11 medium of communication authorized by the filing office;

12 (b) An amount equal to or greater than the applicable  
13 processing fee is not tendered;

14 (c) The record does not include the notation required  
15 by s. 201.22 indicating that the excise tax required by  
16 chapter 201 had been paid or is not required;

17 (d) The filing office is unable to index the record  
18 because:

19 1. In the case of an initial financing statement, the  
20 record does not provide an organization's name or, if an  
21 individual, the individual's last name and first name or  
22 initial;

23 2. In the case of an amendment or correction  
24 statement, the record:

25 a. Does not correctly identify the initial financing  
26 statement as required by s. 679.512 or s. 679.518, as  
27 applicable; or

28 b. Identifies an initial financing statement the  
29 effectiveness of which has lapsed under s. 679.515;

30 3. In the case of an initial financing statement that  
31 provides the name of a debtor identified as an individual or

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1 an amendment that provides a name of a debtor identified as an  
2 individual which was not previously provided in the financing  
3 statement to which the record relates, the record does not  
4 identify the debtor's last name and first name or initial; or  
5 4. In the case of a record filed or recorded in the  
6 filing office described in s. 679.5011(1)(a), the record does  
7 not provide a sufficient description of the real property to  
8 which it relates;  
9 (e) In the case of an initial financing statement or  
10 an amendment that adds a secured party of record, the record  
11 does not provide an organization's name or, if an individual,  
12 the individual's last name and first name or initial and  
13 mailing address for the secured party of record;  
14 (f) In the case of an initial financing statement or  
15 an amendment that provides a name of a debtor which was not  
16 previously provided in the financing statement to which the  
17 amendment relates, the record does not:  
18 1. Provide a mailing address for the debtor;  
19 2. Indicate whether the debtor is an individual or an  
20 organization; or  
21 3. If the financing statement indicates that the  
22 debtor is an organization, provide:  
23 a. A type of organization for the debtor;  
24 b. A jurisdiction of organization for the debtor; or  
25 c. An organizational identification number for the  
26 debtor or indicate that the debtor has none;  
27 (g) In the case of an assignment reflected in an  
28 initial financing statement under s. 679.514(1) or an  
29 amendment filed under s. 679.514(2), the record does not  
30 provide an organization's name or, if an individual, the  
31 individual's last name and first name or initial and mailing



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1 address for the assignee;

2 (h) In the case of a continuation statement, the  
3 record is not filed within the 6-month period prescribed by s.  
4 679.515(4);

5 (i) In the case of an initial financing statement or  
6 an amendment, which amendment requires the inclusion of a  
7 collateral statement but the record does not provide any, the  
8 record does not provide a statement of collateral; or

9 (3) For purposes of subsection (2):

10 (a) A record does not provide information if the  
11 filing office is unable to read or decipher the information;  
12 and

13 (b) A record that does not indicate that it is an  
14 amendment or identify an initial financing statement to which  
15 it relates, as required by s. 679.512, s. 679.514, or s.  
16 679.518, is an initial financing statement.

17 (4) A record that is communicated to the filing office  
18 with tender of the filing fee, but that the filing office  
19 refuses to accept for a reason other than one set forth in  
20 subsection (2), is effective as a filed record except as  
21 against a purchaser of the collateral which gives value in  
22 reasonable reliance upon the absence of the record from the  
23 files.

24 (5)(a) If the Secretary of State reasonably and in  
25 good faith believes that:

26 1. A financing statement submitted for filing has been  
27 tendered to the wrong office; or

28 2. An exhibit or attachment specifically mentioned in  
29 the record as being attached is not attached; or

30 (b) If the filing office is unable to index the record  
31 because an amendment or correction statement was previously

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1 terminated under s. 679.513,  
2  
3 the filing office shall nevertheless conditionally accept the  
4 filing and give the financing statement a conditional filing  
5 number and record the date of filing as of the date it is  
6 received, the "conditional filing date," if it otherwise  
7 complies with this part. However, the financing statement may  
8 be rejected and the filing number and filing date purged from  
9 the filing office records if the person submitting the  
10 financing statement does not provide the filing office with  
11 information or documents satisfying the requirements of this  
12 part within 20 business days after the filing office sends an  
13 authenticated record stating an objection to the financing  
14 statement as permitted herein, which objection shall be sent  
15 within 3 business days after the financing statement is  
16 received by the filing office. If not rejected in accordance  
17 with this provision, the effective date of a conditionally  
18 accepted financing statement shall be the conditional filing  
19 date.

20 (6) If the Secretary of State reasonably and in good  
21 faith believes that a financing statement submitted for filing  
22 is fraudulent, the filing office shall nevertheless  
23 conditionally accept the filing and give the financing  
24 statement a conditional filing number and record the date of  
25 filing as the date it is received, the "conditional filing  
26 date," if it otherwise complies with this part. However, the  
27 financing statement may be rejected and the filing number and  
28 filing date purged from the filing office records if the  
29 person submitting the financing statement does not provide the  
30 filing office with information or documents supporting the  
31 legitimacy of the financing statement within 20 business days

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1 after the filing office sends an authenticated record stating  
2 an objection to the financing statement as permitted herein,  
3 which objection shall be sent within 3 business days after the  
4 financing statement is received by the filing office. If not  
5 rejected in accordance with this provision, the effective date  
6 of a conditionally accepted financing statement shall be the  
7 conditional filing date.

8 679.517 Effect of indexing errors.--The failure of the  
9 filing office to index a record correctly does not affect the  
10 effectiveness of the filed record.

11 679.518 Claim concerning inaccurate or wrongfully  
12 filed record.--

13 (1) A person may file in the filing office a  
14 correction statement with respect to a record indexed there  
15 under the person's name if the person believes that the record  
16 is inaccurate or was wrongfully filed.

17 (2) A correction statement must:

18 (a) Identify the record to which it relates by the  
19 file number assigned to the initial financing statement, the  
20 debtor, and the secured party of record to which the record  
21 relates;

22 (b) Indicate that it is a correction statement; and

23 (c) Provide the basis for the person's belief that the  
24 record is inaccurate and indicate the manner in which the  
25 person believes the record should be amended to cure any  
26 inaccuracy or provide the basis for the person's belief that  
27 the record was wrongfully filed.

28 (3) The filing of a correction statement does not  
29 affect the effectiveness of an initial financing statement or  
30 other filed record.

31 679.519 Numbering, maintaining, and indexing records;

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1 communicating information provided in records.--

2 (1) For each record filed in a filing office, the  
3 filing office shall, in accordance with such other laws  
4 applicable to the recording of instruments by a filing office  
5 described in s. 679.5011(1)(a):

6 (a) Assign a unique number to the filed record;

7 (b) Create a record that bears the number assigned to  
8 the filed record and the date and time of filing;

9 (c) Maintain the filed record for public inspection;  
10 and

11 (d) Index the filed record in accordance with  
12 subsections (3), (4), and (5).

13 (2) Except as otherwise provided in subsection (9), a  
14 file number assigned after January 1, 2002, must include a  
15 digit that:

16 (a) Is mathematically derived from or related to the  
17 other digits of the file number; and

18 (b) Enables the filing office to detect whether a  
19 number communicated as the file number includes a single-digit  
20 or transpositional error.

21 (3) Except as otherwise provided in subsections (4)  
22 and (5), the filing office shall:

23 (a) Index an initial financing statement according to  
24 the name of the debtor and shall index all filed records  
25 relating to the initial financing statement in a manner that  
26 associates with one another an initial financing statement and  
27 all filed records relating to the initial financing statement;  
28 and

29 (b) Index a record that provides a name of a debtor  
30 which was not previously provided in the financing statement  
31 to which the record relates also according to the name that

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1 was not previously provided.

2 (4) If a financing statement is filed as a fixture  
3 filing or covers as-extracted collateral or timber to be cut,  
4 the filing office shall index it:

5 (a) Under the names of the debtor and of each owner of  
6 record shown on the financing statement as if they were the  
7 mortgagors under a mortgage of the real property described;  
8 and

9 (b) To the extent that the law of this state provides  
10 for indexing of mortgages under the name of the mortgagee,  
11 under the name of the secured party as if the secured party  
12 were the mortgagee thereunder, or, if indexing is by  
13 description, as if the financing statement were a mortgage of  
14 the real property described.

15 (5) If a financing statement is filed as a fixture  
16 filing or covers as-extracted collateral or timber to be cut,  
17 the filing office shall index an assignment filed under s.  
18 679.514(1) or an amendment filed under s. 679.514(2):

19 (a) Under the name of the assignor as grantor; and

20 (b) To the extent that the law of this state provides  
21 for indexing the assignment of a real property mortgage under  
22 the name of the assignee, under the name of the assignee.

23 (6) The filing office shall maintain a capability for:

24 (a) Retrieving a record by the name of the debtor and  
25 by the file number assigned to the initial financing statement  
26 to which the record relates; and

27 (b) Associating and retrieving with one another an  
28 initial financing statement and each filed record relating to  
29 the initial financing statement.

30 (7) The filing office may not remove a debtor's name  
31 from the index until 1 year after the effectiveness of a

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1 financing statement naming the debtor lapses under s. 679.515  
2 with respect to all secured parties of record.

3 (8) Except as otherwise provided in subsection (9),  
4 the filing office shall perform the acts required by  
5 subsections (1) through (5) at the time and in the manner  
6 prescribed by any filing-office rule, but not later than 3  
7 business days after the filing office receives the record in  
8 question, if practical.

9 (9) Subsections (1), (2), and (8) do not apply to a  
10 filing office described in s. 679.5011(1)(a).

11 679.520 Acceptance and refusal to accept record.--

12 (1) A filing office shall refuse to accept a record  
13 for filing for a reason set forth in s. 679.516(2) and may  
14 refuse to accept a record for filing only for a reason set  
15 forth in s. 679.516(2).

16 (2) If a filing office refuses to accept a record for  
17 filing, it shall communicate to the person that presented the  
18 record the fact of and reason for the refusal and the date and  
19 time the record would have been filed had the filing office  
20 accepted it. The communication must be made at the time and  
21 in the manner prescribed by any filing-office rule but, in the  
22 case of a filing office described in s. 679.5011(1)(b), in no  
23 event more than 3 business days after the filing office  
24 receives the record, if practical.

25 (3) A filed financing statement satisfying s.  
26 679.5021(1) and (2) is effective, even if the filing office is  
27 required to refuse to accept it for filing under subsection  
28 (1). However, s. 679.338 applies to a filed financing  
29 statement providing information described in s. 679.516(2)(e)  
30 which is incorrect at the time the financing statement is  
31 filed.

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1           (4) If a record communicated to a filing office  
2 provides information that relates to more than one debtor,  
3 this part applies as to each debtor separately.

4           679.521 Uniform form of written financing statement  
5 and amendment.--The Secretary of State shall develop or  
6 approve mandatory forms for use in filing under this chapter.  
7 Such forms must be in accord with the requirements of Florida  
8 law, including s. 201.22. The secretary may, if he or she  
9 finds that such forms meet these requirements, approve the use  
10 of a standard national form for this purpose.

11           679.522 Maintenance and destruction of records.--

12           (1) The filing office shall maintain a record of the  
13 information provided in a filed financing statement for at  
14 least 1 year after the effectiveness of the financing  
15 statement has lapsed under s. 679.515 with respect to all  
16 secured parties of record. The record must be retrievable by  
17 using the name of the debtor and by using the file number, or  
18 official records book and page number if a fixture filing,  
19 assigned to the initial financing statement to which the  
20 record relates.

21           (2) Except to the extent that chapter 119 governing  
22 disposition of public records provides otherwise, the filing  
23 office immediately may destroy any written record evidencing a  
24 financing statement. However, if the filing office destroys a  
25 written record, it shall maintain another record of the  
26 financing statement which complies with subsection (1).

27           679.523 Information from filing office; sale or  
28 license of records.--

29           (1) If a person files a written record, the filing  
30 office shall make available, on the database, an image of the  
31 record showing the number assigned to the record pursuant to

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1 s. 679.519(1)(a) and the date of the filing of the record or,  
2 if requested, send to the person a separate printed  
3 acknowledgement indicating the debtor's name, the number  
4 assigned to the record pursuant to s. 679.519(1)(a), and the  
5 date of the filing of the record.

6 (2) If a person files a record other than a written  
7 record, the filing office described in s. 679.5011(1)(b) shall  
8 communicate to the person an image that provides:

9 (a) The information in the record;

10 (b) The number assigned to the record pursuant to s.  
11 679.519(1)(a); and

12 (c) The date and time of the filing of the record.

13 (3) In complying with its duty under this chapter, the  
14 filing office described in s. 679.5011(1)(b) may communicate  
15 information in any medium. However, if requested, the filing  
16 office shall communicate information by issuing its written  
17 certificate or a record that can be admitted into evidence in  
18 the courts of the state without extrinsic evidence of its  
19 authenticity.

20 (4) The filing office described in s. 679.5011(1)(b)  
21 shall perform the acts required by subsections (1) and (2) at  
22 the time and in the manner prescribed by any filing-office  
23 rule, but not later than 3 business days after the filing  
24 office receives the request, if practical.

25 679.524 Delay by filing office.--Delay by the filing  
26 office beyond a time limit prescribed by this part is excused  
27 if:

28 (1) The delay is caused by interruption of  
29 communication or computer facilities, war, emergency  
30 conditions, failure of equipment, or other circumstances  
31 beyond control of the filing office; and



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1           (2) The filing office exercises reasonable diligence  
2 under the circumstances.

3           679.525 Processing fees.--

4           (1) Except as otherwise provided in subsection (3),  
5 the nonrefundable processing fee for filing and indexing a  
6 record under this part, other than an initial financing  
7 statement of the kind described in s. 679.5021(3), is:

8           (a) For filing a financing statement, \$25 for the  
9 first page, which shall include the cost of filing a  
10 termination statement for the financing statement;

11           (b) For filing an amendment, \$12 for the first page;

12           (c) For indexing by additional debtor, secured party,  
13 or assignee, \$3 per additional name indexed;

14           (d) For use of a nonapproved form, \$5;

15           (e) For each additional facing page attached to a  
16 record, \$3;

17           (f) For filing a financing statement communicated by  
18 an electronic filing process authorized by the filing office,  
19 \$15 with no additional fees for multiple names or attached  
20 pages;

21           (g) For filing an amendment communicated by an  
22 electronic filing process authorized by the filing office, \$5  
23 with no additional fees for multiple names or attached pages;

24           (h) For a certified copy of a financing statement and  
25 any and all associated amendments, \$30; and

26           (i) For a photocopy of a filed record, \$1 per page.

27           (2) Except as otherwise provided in subsection (3),  
28 the fee for filing and indexing an initial financing statement  
29 of the kind described in s. 679.5021(3) is the amount  
30 specified in chapter 28.

31           (3) This section does not require a fee with respect

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1 to a mortgage that is effective as a financing statement filed  
2 as a fixture filing or as a financing statement covering  
3 as-extracted collateral or timber to be cut under s.

4 679.5021(3). However, the recording and satisfaction fees  
5 that otherwise would be applicable to the mortgage apply.

6 679.526 Filing-office rules.--The Department of State  
7 may adopt and publish rules to administer this chapter. The  
8 filing-office rules must be:

9 (1) Consistent with this chapter.

10 (2) Adopted and published in accordance with the  
11 Administrative Procedure Act.

12 679.527 Authority to delegate.--

13 (1) Except as otherwise provided in this section, the  
14 Secretary of State may delegate the duties of the filing  
15 office and filing officer under this chapter to a private  
16 filing agency qualified to transact business in this state  
17 which otherwise has satisfied all other requirements of law  
18 and has entered into an approved written contract with the  
19 Department of State. Upon the effective date of such  
20 contract, the private filing agency shall, subject to the  
21 review of the Secretary of State or his or her designee, fully  
22 and diligently perform and carry out the responsibilities of  
23 the filing office and filing officer under this chapter,  
24 except as proscribed in the contract or this chapter.

25 (2) Notwithstanding any contract with the private  
26 filing agency, the Secretary of State, or his or her designee  
27 who is an employee of the Department of State, shall retain  
28 the sole authority to conditionally accept and later reject a  
29 purportedly fraudulent financing statement as permitted under  
30 s. 679.515. The decision to reject shall be made within 3  
31 business days after the financing statement is received by the

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1 filing office. However, the private filing agency may  
2 recommend to the Secretary of State or his or her designee  
3 action as to any purportedly fraudulent financing statement  
4 and shall send to the party submitting the financing statement  
5 immediately after the decision is made an authenticated record  
6 of any determination of conditional acceptance or rejection  
7 made by the Secretary of State or his or her designee.  
8 Further, notwithstanding any such contract, the Secretary of  
9 State or his or her designee also may review and reverse any  
10 decision by the private filing agency to reject a financing  
11 statement under this chapter.

12 (3) The Secretary of State shall immediately after the  
13 effective date of this act develop and issue a request for  
14 qualifications seeking qualified entities to perform the  
15 duties of the filing officer and filing office under this  
16 chapter which are delegable.

17 (a) The qualifications and any contract shall, at a  
18 minimum, require:

19 1. The creation and maintenance of a central filing,  
20 recording, retrieval, and response system that is capable of  
21 fully satisfying the filing officer and filing office  
22 requirements under this chapter.

23 2. Record maintenance in compliance with chapter 119.

24 3. Oversight by the Department of State, including  
25 compliance audits of the performance standards described in  
26 subsection (5).

27 4. Access by the public, including review at no charge  
28 through the Internet or such other substitute medium, of all  
29 financing statements maintained by the Department of State  
30 under chapter 679 existing as of the date of the enactment of  
31 this act, and of all financing statements filed after the

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1 effective date of this act, subject to any requirements or  
2 limitations of chapter 119 and this chapter.

3 5. Maintenance for at least 5 years of the type and  
4 amount of fees and procedures for the deposit of revenues, net  
5 of operating costs, prescribed by the Department of State as  
6 of the effective date of this act, consistent with chapter 15.

7 (4) Notwithstanding the requirements of chapter 287,  
8 the Secretary of State or his or her designee may determine  
9 and select the most qualified respondent to the request for  
10 qualifications as the private filing agency under this  
11 chapter.

12 (5) The Secretary of State or his or her designee  
13 shall develop performance standards to assure that the system  
14 to be used and actually used by the private filing agency is  
15 accurate, efficient, and complete and that the system  
16 satisfies the responsibilities of the filing office and filing  
17 officer under this chapter and meets the needs of various  
18 persons and entities using or affected by the filing system.

19 (6) Because of the unique role the filing office and  
20 filing officer have in administering and overseeing the system  
21 of filing, amending, terminating, and assigning financing  
22 statements, and the importance to commerce within this state  
23 of uninterrupted, consistent, and credible service to parties  
24 affected by the filing system, any contract between the  
25 Department of State and the private filing agency shall not be  
26 assignable without the express written consent of the  
27 Secretary of State, which consent may be withheld in his or  
28 her sole and absolute discretion.

29 (7) If:

30 (a) The private filing agency ceases, is unable, or  
31 fails to perform all of the duties required under this chapter

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1 required of the filing office and filing officer or as  
2 provided for in any contract, as determined by the Secretary  
3 of State in his or her sole discretion;

4 (b) An assignee for the benefit of creditor is  
5 appointed for the private filing agency or its assets or a  
6 receiver is appointed for the private filing agency or its  
7 assets other than by the Secretary of State;

8 (c) Bankruptcy or other insolvency proceedings are  
9 commenced by the private filing agency; or

10 (d) An involuntary bankruptcy case is commenced  
11 against the private filing agency and the case is not  
12 dismissed within 5 business days after the filing of the  
13 petition,

14  
15 the Secretary of State shall, immediately or as soon as  
16 practicable thereafter, assume the duties of the filing office  
17 and filing officer under this chapter; appoint a receiver for  
18 the private filing agency to fulfill the duties of the filing  
19 office and filing officer under this chapter and any existing  
20 contract; or redelegate such duties to a new private filing  
21 agency that meets the requirements of this section and enters  
22 into a new approved contract with the Secretary of State. Upon  
23 any assumption, appointment, or redelegation by the Secretary  
24 of State under this subsection, any rights of the private  
25 filing agency pertaining to the contract or otherwise with  
26 respect to this chapter shall immediately terminate.

27 (8) All financing statements, logs, or indices  
28 evidencing information regarding the filing, amendment,  
29 continuation, termination, or assignment of financing  
30 statements, and all other records pertaining to financing  
31 statements received or sent by the private filing agency,

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1 regardless of the form in which they are maintained, shall be  
2 and remain the property of this state, and upon demand shall  
3 be immediately turned over to the Secretary of State upon the  
4 occurrence of any event described in paragraph (7)(a),  
5 paragraph (7)(b), paragraph (7)(c), or paragraph (7)(d). The  
6 Secretary of State shall be entitled to injunctive relief on  
7 an emergency basis if the private filing agency fails to turn  
8 over any of such records.

9 Section 7. Part VI of chapter 679, Florida Statutes,  
10 consisting of sections 679.601, 679.602, 679.603, 679.604,  
11 679.605, 679.606, 679.607, 679.608, 679.609, 679.610, 679.611,  
12 679.612, 679.613, 679.614, 679.615, 679.616, 679.617, 679.618,  
13 679.619, 679.620, 679.621, 679.622, 679.623, 679.624, 679.625,  
14 679.626, 679.627, and 679.628, Florida Statutes, is created to  
15 read:

16 PART VI

17 DEFAULT

18 679.601 Rights after default; judicial enforcement;  
19 consignor or buyer of accounts, chattel paper, payment  
20 intangibles, or promissory notes.--

21 (1) After default, a secured party has the rights  
22 provided in this part and, except as otherwise provided in s.  
23 679.602, those provided by agreement of the parties. A secured  
24 party:

25 (a) May reduce a claim to judgment, foreclose, or  
26 otherwise enforce the claim, security interest, or  
27 agricultural lien by any available judicial procedure; and

28 (b) If the collateral is documents, may proceed either  
29 as to the documents or as to the goods they cover.

30 (2) A secured party in possession of collateral or  
31 control of collateral under s. 679.1041, s. 679.1051, s.

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1 679.1061, or s. 679.1071 has the rights and duties provided in  
2 s. 679.2071.

3 (3) The rights under subsections (1) and (2) are  
4 cumulative and may be exercised simultaneously.

5 (4) Except as otherwise provided in subsection (7) and  
6 s. 679.605, after default, a debtor and an obligor have the  
7 rights provided in this part and by agreement of the parties.

8 (5) If a secured party has reduced its claim to  
9 judgment, the lien of any levy that may be made upon the  
10 collateral by virtue of an execution based upon the judgment  
11 relates back to the earliest of:

12 (a) The date of perfection of the security interest or  
13 agricultural lien in the collateral;

14 (b) The date of filing a financing statement covering  
15 the collateral; or

16 (c) Any date specified in a statute under which the  
17 agricultural lien was created.

18 (6) A sale pursuant to an execution is a foreclosure  
19 of the security interest or agricultural lien by judicial  
20 procedure within the meaning of this section. A secured party  
21 may purchase at the sale and thereafter hold the collateral  
22 free of any other requirements of this chapter.

23 (7) Except as otherwise provided in s. 679.607(3),  
24 this part imposes no duties upon a secured party that is a  
25 consignor or is a buyer of accounts, chattel paper, payment  
26 intangibles, or promissory notes.

27 679.602 Waiver and variance of rights and  
28 duties.--Except as otherwise provided in s. 679.624, to the  
29 extent that they give rights to a debtor or obligor and impose  
30 duties on a secured party, the debtor or obligor may not waive  
31 or vary the rules stated in the following listed sections:

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- 1           (1) Section 679.2071(2)(d)3., which deals with use and  
2 operation of the collateral by the secured party;
- 3           (2) Section 679.210, which deals with requests for an  
4 accounting and requests concerning a list of collateral and  
5 statement of account;
- 6           (3) Section 679.607(3), which deals with collection  
7 and enforcement of collateral;
- 8           (4) Sections 679.608(1) and 679.615(3) to the extent  
9 that they deal with application or payment of noncash proceeds  
10 of collection, enforcement, or disposition;
- 11           (5) Sections 679.608(1) and 679.615(4) to the extent  
12 that they require accounting for or payment of surplus  
13 proceeds of collateral;
- 14           (6) Section 679.609 to the extent that it imposes upon  
15 a secured party that takes possession of collateral without  
16 judicial process the duty to do so without breach of the  
17 peace;
- 18           (7) Sections 679.610(2), 679.611, 679.613, and  
19 679.614, which deal with disposition of collateral;
- 20           (8) Section 679.615(6), which deals with calculation  
21 of a deficiency or surplus when a disposition is made to the  
22 secured party, a person related to the secured party, or a  
23 secondary obligor;
- 24           (9) Section 679.616, which deals with explanation of  
25 the calculation of a surplus or deficiency;
- 26           (10) Sections 679.620, 679.621, and 679.622, which  
27 deal with acceptance of collateral in satisfaction of  
28 obligation;
- 29           (11) Section 679.623, which deals with redemption of  
30 collateral;
- 31           (12) Section 679.624, which deals with permissible



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1 waivers; and

2 (13) Sections 679.625 and 679.626, which deal with the  
3 secured party's liability for failure to comply with this  
4 article.

5 679.603 Agreement on standards concerning rights and  
6 duties.--

7 (1) The parties may determine by agreement the  
8 standards measuring the fulfillment of the rights of a debtor  
9 or obligor and the duties of a secured party under a rule  
10 stated in s. 679.602 if the standards are not manifestly  
11 unreasonable.

12 (2) Subsection (1) does not apply to the duty under s.  
13 679.609 to refrain from breaching the peace.

14 679.604 Procedure if security agreement covers real  
15 property or fixtures.--

16 (1) If a security agreement covers both personal and  
17 real property, a secured party may proceed:

18 (a) Under this part as to the personal property  
19 without prejudicing any rights with respect to the real  
20 property; or

21 (b) As to both the personal property and the real  
22 property in accordance with the rights with respect to the  
23 real property, in which case the other provisions of this part  
24 do not apply.

25 (2) Subject to subsection (3), if a security agreement  
26 covers goods that are or become fixtures, a secured party may  
27 proceed:

28 (a) Under this part; or

29 (b) In accordance with the rights with respect to real  
30 property, in which case the other provisions of this part do  
31 not apply.

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1           (3) Subject to the other provisions of this part, if a  
2 secured party holding a security interest in fixtures has  
3 priority over all owners and encumbrancers of the real  
4 property, the secured party, after default, may remove the  
5 collateral from the real property. The secured party shall  
6 give reasonable notification of its intent to remove the  
7 collateral to all persons entitled to reimbursement under  
8 subsection (4).

9           (4) A secured party that removes collateral shall  
10 promptly reimburse any encumbrancer or owner of the real  
11 property, other than the debtor, for the cost of repair of any  
12 physical injury caused by the removal. The secured party need  
13 not reimburse the encumbrancer or owner for any diminution in  
14 value of the real property caused by the absence of the goods  
15 removed or by any necessity of replacing them. A person  
16 entitled to reimbursement may refuse permission to remove  
17 until the secured party gives adequate assurance for the  
18 performance of the obligation to reimburse. This subsection  
19 does not prohibit a secured party and the person entitled to  
20 reimbursement from entering into an authenticated record  
21 providing for the removal of fixtures and reimbursement for  
22 any damage caused thereby.

23           679.605 Unknown debtor or secondary obligor.--A  
24 secured party does not owe a duty based on its status as  
25 secured party:

26           (1) To a person who is a debtor or obligor, unless the  
27 secured party knows:

28           (a) That the person is a debtor or obligor;

29           (b) The identity of the person; and

30           (c) How to communicate with the person; or

31           (2) To a secured party or lienholder that has filed a

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1 financing statement against a person, unless the secured party  
2 knows:  
3 (a) That the person is a debtor; and  
4 (b) The identity of the person.  
5 679.606 Time of default for agricultural lien.--For  
6 purposes of this part, a default occurs in connection with an  
7 agricultural lien at the time the secured party becomes  
8 entitled to enforce the lien in accordance with the statute  
9 under which it was created.  
10 679.607 Collection and enforcement by secured party.--  
11 (1) If so agreed, and in any event after default, a  
12 secured party:  
13 (a) May notify an account debtor or other person  
14 obligated on collateral to make payment or otherwise render  
15 performance to or for the benefit of the secured party;  
16 (b) May take any proceeds to which the secured party  
17 is entitled under s. 679.3151;  
18 (c) May enforce the obligations of an account debtor  
19 or other person obligated on collateral and exercise the  
20 rights of the debtor with respect to the obligation of the  
21 account debtor or other person obligated on collateral to make  
22 payment or otherwise render performance to the debtor, and  
23 with respect to any property that secures the obligations of  
24 the account debtor or other person obligated on the  
25 collateral;  
26 (d) If it holds a security interest in a deposit  
27 account perfected by control under s. 679.1041(1)(a), may  
28 apply the balance of the deposit account to the obligation  
29 secured by the deposit account; and  
30 (e) If it holds a security interest in a deposit  
31 account perfected by control under s. 679.1041(1)(b) or (c),

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1 may instruct the bank to pay the balance of the deposit  
2 account to or for the benefit of the secured party.

3 (2) If necessary to enable a secured party to exercise  
4 under paragraph (1)(c) the right of a debtor to enforce a  
5 mortgage nonjudicially outside this state, the secured party  
6 may record in the office in which a record of the mortgage is  
7 recorded:

8 (a) A copy of the security agreement that creates or  
9 provides for a security interest in the obligation secured by  
10 the mortgage; and

11 (b) The secured party's sworn affidavit in recordable  
12 form stating that:

13 1. A default has occurred; and

14 2. The secured party is entitled to enforce the  
15 mortgage nonjudicially outside this state.

16 (3) A secured party shall proceed in a commercially  
17 reasonable manner if the secured party:

18 (a) Undertakes to collect from or enforce an  
19 obligation of an account debtor or other person obligated on  
20 collateral; and

21 (b) Is entitled to charge back uncollected collateral  
22 or otherwise to full or limited recourse against the debtor or  
23 a secondary obligor.

24 (4) A secured party may deduct from the collections  
25 made pursuant to subsection (3) reasonable expenses of  
26 collection and enforcement, including reasonable attorney's  
27 fees and legal expenses incurred by the secured party.

28 (5) This section does not determine whether an account  
29 debtor, bank, or other person obligated on collateral owes a  
30 duty to a secured party.

31 (6) Nothing in subsection (2) is intended to create a

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1 right of nonjudicial foreclosure in this state.

2 679.608 Application of proceeds of collection or  
3 enforcement; liability for deficiency and right to surplus.--

4 (1) If a security interest or agricultural lien  
5 secures payment or performance of an obligation, the following  
6 rules apply:

7 (a) A secured party shall apply or pay over for  
8 application the cash proceeds of collection or enforcement  
9 under s. 679.607 in the following order to:

10 1. The reasonable expenses of collection and  
11 enforcement and, to the extent provided for by agreement and  
12 not prohibited by law, reasonable attorney's fees and legal  
13 expenses incurred by the secured party;

14 2. The satisfaction of obligations secured by the  
15 security interest or agricultural lien under which the  
16 collection or enforcement is made; and

17 3. The satisfaction of obligations secured by any  
18 subordinate security interest in or other lien on the  
19 collateral subject to the security interest or agricultural  
20 lien under which the collection or enforcement is made if the  
21 secured party receives an authenticated demand for proceeds  
22 before distribution of the proceeds is completed.

23 (b) If requested by a secured party, a holder of a  
24 subordinate security interest or other lien shall furnish  
25 reasonable proof of the interest or lien within a reasonable  
26 time and agree to indemnify the secured party on reasonable  
27 terms acceptable to the secured party for damages, including  
28 reasonable attorney's fees and costs, incurred or suffered by  
29 the secured party if the subordinate holder did not have the  
30 right to receive the amounts to be paid to it. Unless the  
31 holder complies, the secured party need not comply with the

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1 holder's demand under subparagraph (a)3.

2 (c) A secured party need not apply or pay over for  
3 application noncash proceeds of collection and enforcement  
4 under s. 679.607 unless the failure to do so would be  
5 commercially unreasonable. A secured party that applies or  
6 pays over for application noncash proceeds shall do so in a  
7 commercially reasonable manner.

8 (d) A secured party shall account to and pay a debtor  
9 for any surplus, and the obligor is liable for any deficiency.

10 (2) If the underlying transaction is a sale of  
11 accounts, chattel paper, payment intangibles, or promissory  
12 notes, the debtor is not entitled to any surplus, and the  
13 obligor is not liable for any deficiency.

14 (3) If the secured party in good faith cannot  
15 determine the validity, extent, or priority of a subordinate  
16 security interest or other lien or there are conflicting  
17 claims of subordinate interests or liens, the secured party  
18 may commence an interpleader action with respect to remaining  
19 proceeds in excess of \$2,500 in the circuit or county court,  
20 as applicable based upon the amount to be deposited, where the  
21 collateral was located or collected or in the county where the  
22 debtor has its chief executive office or principal residence  
23 in this state, as applicable. If authorized in an  
24 authenticated record, the interpleading secured party is  
25 entitled to be paid from the remaining proceeds the actual  
26 costs of the filing fee and an attorney's fee in the amount of  
27 \$250 incurred in connection with filing the interpleader  
28 action and obtaining an order approving the interpleader of  
29 funds. The debtor in a consumer transaction may not be  
30 assessed for the attorney's fees and costs incurred in the  
31 interpleader action by the holders of subordinate security

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1 interests or other liens based upon disputes among said  
2 holders, and a debtor in a transaction other than a consumer  
3 transaction may only recover such fees and costs to the extent  
4 provided for in an authenticated record. If authorized in an  
5 authenticated record, the court in the interpleader action may  
6 award reasonable attorney's fees and costs to the prevailing  
7 party in a dispute between the debtor and a holder of a  
8 security interest or lien which claims an interest in the  
9 remaining interplead proceeds, but only if the debtor  
10 challenges the validity, priority, or extent of said security  
11 interest or lien. Except as provided in this subsection, a  
12 debtor may not be assessed attorney's fees and costs incurred  
13 by any party in an interpleader action commenced under this  
14 section.

15 679.609 Secured party's right to take possession after  
16 default.--

17 (1) After default, a secured party:

18 (a) May take possession of the collateral; and

19 (b) Without removal, may render equipment unusable and  
20 dispose of collateral on a debtor's premises under s. 679.610.

21 (2) A secured party may proceed under subsection (1):

22 (a) Pursuant to judicial process; or

23 (b) Without judicial process, if it proceeds without  
24 breach of the peace.

25 (3) If so agreed, and in any event after default, a  
26 secured party may require the debtor to assemble the  
27 collateral and make it available to the secured party at a  
28 place to be designated by the secured party which is  
29 reasonably convenient to both parties.

30 679.610 Disposition of collateral after default.--

31 (1) After default, a secured party may sell, lease,

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1 license, or otherwise dispose of any or all of the collateral  
2 in its present condition or following any commercially  
3 reasonable preparation or processing.

4 (2) Every aspect of a disposition of collateral,  
5 including the method, manner, time, place, and other terms,  
6 must be commercially reasonable. If commercially reasonable,  
7 a secured party may dispose of collateral by public or private  
8 proceedings, by one or more contracts, as a unit or in  
9 parcels, and at any time and place and on any terms.

10 (3) A secured party may purchase collateral:

11 (a) At a public disposition; or

12 (b) At a private disposition only if the collateral is  
13 of a kind that is customarily sold on a recognized market or  
14 the subject of widely distributed standard price quotations.

15 (4) A contract for sale, lease, license, or other  
16 disposition includes the warranties relating to title,  
17 possession, quiet enjoyment, and the like which by operation  
18 of law accompany a voluntary disposition of property of the  
19 kind subject to the contract.

20 (5) A secured party may disclaim or modify warranties  
21 under subsection (4):

22 (a) In a manner that would be effective to disclaim or  
23 modify the warranties in a voluntary disposition of property  
24 of the kind subject to the contract of disposition; or

25 (b) By communicating to the purchaser a record  
26 evidencing the contract for disposition and including an  
27 express disclaimer or modification of the warranties.

28 (6) A record is sufficient to disclaim warranties  
29 under subsection (5) if it indicates that "there is no  
30 warranty relating to title, possession, quiet enjoyment, or  
31 the like in this disposition" or uses words of similar import.



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1           679.611 Notification before disposition of  
2 collateral.--  
3           (1) In this section, the term "notification date"  
4 means the earlier of the date on which:  
5           (a) A secured party sends to the debtor and any  
6 secondary obligor an authenticated notification of  
7 disposition; or  
8           (b) The debtor and any secondary obligor waive the  
9 right to notification.  
10          (2) Except as otherwise provided in subsection (4), a  
11 secured party that disposes of collateral under s. 679.610  
12 shall send to the persons specified in subsection (3) a  
13 reasonable authenticated notification of disposition.  
14          (3) To comply with subsection (2), the secured party  
15 shall send an authenticated notification of disposition to:  
16           (a) The debtor;  
17           (b) Any secondary obligor; and  
18           (c) If the collateral is other than consumer goods:  
19            1. Any other person from whom the secured party has  
20 received, before the notification date, an authenticated  
21 notification of a claim of an interest in the collateral;  
22            2. Any other secured party or lienholder that, 10 days  
23 before the notification date, held a security interest in or  
24 other lien on the collateral perfected by the filing of a  
25 financing statement that:  
26            a. Identified the collateral;  
27            b. Was indexed under the debtor's name as of that  
28 date; and  
29            c. Was filed in the office in which to file a  
30 financing statement against the debtor covering the collateral  
31 as of that date; and

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1           3. Any other secured party that, 10 days before the  
2 notification date, held a security interest in the collateral  
3 perfected by compliance with a statute, regulation, or treaty  
4 described in s. 679.3111(1).

5           (4) Subsection (2) does not apply if the collateral is  
6 perishable or threatens to decline speedily in value or is of  
7 a type customarily sold on a recognized market.

8           (5) A secured party complies with the requirement for  
9 notification prescribed by subparagraph (3)(c)2. if:

10           (a) Not later than 20 days or earlier than 30 days  
11 before the notification date, the secured party requests, in a  
12 commercially reasonable manner, information concerning  
13 financing statements indexed under the debtor's name in the  
14 office indicated in subparagraph (3)(c)2.; and

15           (b) Before the notification date, the secured party:

16           1. Did not receive a response to the request for  
17 information; or

18           2. Received a response to the request for information  
19 and sent an authenticated notification of disposition to each  
20 secured party or other lienholder named in that response whose  
21 financing statement covered the collateral.

22           (6) For purposes of subsection (3), the secured party  
23 may send the authenticated notification as follows:

24           (a) If the collateral is other than consumer goods, to  
25 the debtor at the address in the financing statement, unless  
26 the secured party has received an authenticated record from  
27 the debtor notifying the secured party of a different address  
28 for such notification purposes or the secured party has actual  
29 knowledge of the address of the debtor's chief executive  
30 office or principal residence, as applicable, at the time the  
31 notification is sent;

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1           (b) If the collateral is other than consumer goods, to  
2 any secondary obligor at the address, if any, in the  
3 authenticated agreement, unless the secured party has received  
4 an authenticated record from the secondary obligor notifying  
5 the secured party of a different address for such notification  
6 purposes or the secured party has actual knowledge of the  
7 address of the secondary obligor's chief executive office or  
8 principal residence, as applicable, at the time the  
9 notification is sent; and

10           (c) If the collateral is other than consumer goods:

11           1. To the person described in subparagraph (3)(c)1.,  
12 at the address stated in the notification;

13           2. To the person described in subparagraph (3)(c)2.,  
14 at the address stated in the financing statement;

15           3. To the person described in subparagraph (3)(c)3.,  
16 at the address stated in the official records of the recording  
17 or registration agency.

18           679.612 Timeliness of notification before disposition  
19 of collateral.--

20           (1) Except as otherwise provided in subsection (2),  
21 whether a notification is sent within a reasonable time is a  
22 question of fact.

23           (2) A notification of disposition sent after default  
24 and 10 days or more before the earliest time of disposition  
25 set forth in the notification is sent within a reasonable time  
26 before the disposition.

27           679.613 Contents and form of notification before  
28 disposition of collateral; general.--Except in a  
29 consumer-goods transaction, the following rules apply:

30           (1) The contents of a notification of disposition are  
31 sufficient if the notification:

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- 1           (a) Describes the debtor and the secured party;  
2           (b) Describes the collateral that is the subject of  
3 the intended disposition;  
4           (c) States the method of intended disposition;  
5           (d) States that the debtor is entitled to an  
6 accounting of the unpaid indebtedness and states the charge,  
7 if any, for an accounting; and  
8           (e) States the time and place of a public disposition  
9 or the time after which any other disposition is to be made.  
10          (2) Whether the contents of a notification that lacks  
11 any of the information specified in subsection (1) are  
12 nevertheless sufficient is a question of fact.  
13          (3) The contents of a notification providing  
14 substantially the information specified in subsection (1) are  
15 sufficient, even if the notification includes:  
16           (a) Information not specified by that paragraph; or  
17           (b) Minor errors that are not seriously misleading.  
18           (4) A particular phrasing of the notification is not  
19 required.  
20          (5) The following form of notification and the form  
21 appearing in s. 679.614(3), when completed, each provides  
22 sufficient information:  
23                   NOTIFICATION OF DISPOSITION OF COLLATERAL  
24 To:....(Name of debtor, obligor, or other person to which the  
25 notification is sent)....  
26 From:....(Name, address, and telephone number of secured  
27 party)....  
28 Name of Debtor(s):....(Include only if debtor(s) are not an  
29 addressee)....  
30 [For a public disposition:]  
31           We will sell [or lease or license, as applicable] the

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1 ....(describe collateral)....to the highest qualified bidder  
2 in public as follows:

3 Day and Date:

4 Time:

5 Place:

6 [For a private disposition:]

7 We will sell [or lease or license, as applicable] the  
8 ....(describe collateral).... privately sometime after  
9 ....(day and date).....

10 You are entitled to an accounting of the unpaid  
11 indebtedness secured by the property that we intend to sell  
12 [or lease or license, as applicable] for a charge of \$\_\_\_\_\_.

13 You may request an accounting by calling us at ....(telephone  
14 number).....

15 679.614 Contents and form of notification before  
16 disposition of collateral; consumer-goods transaction.--In a  
17 consumer-goods transaction, the following rules apply:

18 (1) A notification of disposition must provide the  
19 following information:

20 (a) The information specified in s. 679.613(1);

21 (b) A description of any liability for a deficiency of  
22 the person to whom the notification is sent;

23 (c) A telephone number from which the amount that must  
24 be paid to the secured party to redeem the collateral under s.  
25 679.623 is available; and

26 (d) A telephone number or mailing address from which  
27 additional information concerning the disposition and the  
28 obligation secured is available.

29 (2) A particular phrasing of the notification is not  
30 required.

31 (3) The following form of notification, when

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1 completed, provides sufficient information:

2 ....(Name and address of secured party)....

3 .... (Date)....

4                                   NOTICE OF OUR PLAN TO SELL PROPERTY

5 .... (Name and address of any obligor who is also a

6 debtor)....

7 Subject:....(Identification of Transaction)....

8 We have your ....(describe collateral)...., because you broke  
9 promises in our agreement.

10

11 [For a public disposition:]

12 We will sell ....(describe collateral).... at public sale. A  
13 sale could include a lease or license. The sale will be held  
14 as follows:

15           Date:

16           Time:

17           Place:

18 You may attend the sale and bring bidders if you want.

19 [For a private disposition:]

20 We will sell ....(describe collateral).... at private sale  
21 sometime after ....(date)..... A sale could include a lease or  
22 license.

23

24 The money that we get from the sale (after paying our costs)  
25 will reduce the amount you owe. If we get less money than you  
26 owe, you ....(will or will not, as applicable).... still owe  
27 us the difference. If we get more money than you owe, you will  
28 get the extra money, unless we must pay it to someone else.

29

30 You can get the property back at any time before we sell it by  
31 paying us the full amount you owe (not just the past due

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1 payments), including our expenses. To learn the exact amount  
2 you must pay, call us at ....(telephone number).....  
3  
4 If you want us to explain to you in writing how we have  
5 figured the amount that you owe us, you may call us at  
6 ....(telephone number).... or write us at ....(secured party's  
7 address).... and request a written explanation. We will charge  
8 you \$\_\_\_\_\_ for the explanation if we sent you another written  
9 explanation of the amount you owe us within the last 6 months.  
10  
11 If you need more information about the sale, call us at  
12 ....(telephone number).... or write us at ....(secured party's  
13 address).....  
14  
15 We are sending this notice to the following other people who  
16 have an interest in ....(describe collateral).... or who owe  
17 money under your agreement:  
18 ....(Names of all other debtors and obligors, if any)....  
19 (4) A notification in the form of subsection (3) is  
20 sufficient, even if additional information appears at the end  
21 of the form.  
22 (5) A notification in the form of subsection (3) is  
23 sufficient, even if it includes errors in information not  
24 required by subsection (1), unless the error is misleading  
25 with respect to rights arising under this chapter.  
26 (6) If a notification under this section is not in the  
27 form of subsection (3), law other than this chapter determines  
28 the effect of including information not required by subsection  
29 (1).  
30 679.615 Application of proceeds of disposition;  
31 liability for deficiency and right to surplus.--

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1           (1) A secured party shall apply or pay over for  
2 application the cash proceeds of disposition under s. 679.610  
3 in the following order to:

4           (a) The reasonable expenses of retaking, holding,  
5 preparing for disposition, processing, and disposing, and, to  
6 the extent provided for by agreement and not prohibited by  
7 law, reasonable attorney's fees and legal expenses incurred by  
8 the secured party;

9           (b) The satisfaction of obligations secured by the  
10 security interest or agricultural lien under which the  
11 disposition is made;

12           (c) The satisfaction of obligations secured by any  
13 subordinate security interest in or other subordinate lien on  
14 the collateral if:

15           1. The secured party receives from the holder of the  
16 subordinate security interest or other lien an authenticated  
17 demand for proceeds before distribution of the proceeds is  
18 completed; and

19           2. In a case in which a consignor has an interest in  
20 the collateral, the subordinate security interest or other  
21 lien is senior to the interest of the consignor; and

22           (d) A secured party that is a consignor of the  
23 collateral if the secured party receives from the consignor an  
24 authenticated demand for proceeds before distribution of the  
25 proceeds is completed.

26           (2) If requested by a secured party, a holder of a  
27 subordinate security interest or other lien shall furnish  
28 reasonable proof of the interest or lien within a reasonable  
29 time after receipt of the request and agree to indemnify the  
30 secured party on reasonable terms acceptable to the secured  
31 party for damages, including reasonable attorney's fees and



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1 costs, incurred or suffered by the secured party if the  
2 subordinate holder did not have the right to receive the  
3 amounts to be paid to it. Unless the holder complies, the  
4 secured party need not comply with the holder's demand under  
5 paragraph (1)(c).

6 (3) A secured party need not apply or pay over for  
7 application noncash proceeds of disposition under s. 679.610  
8 unless the failure to do so would be commercially  
9 unreasonable. A secured party that applies or pays over for  
10 application noncash proceeds shall do so in a commercially  
11 reasonable manner.

12 (4) If the security interest under which a disposition  
13 is made secures payment or performance of an obligation, after  
14 making the payments and applications required by subsection  
15 (1) and permitted by subsection (3):

16 (a) Unless paragraph (1)(d) requires the secured party  
17 to apply or pay over cash proceeds to a consignor, the secured  
18 party shall account to and pay a debtor for any surplus; and

19 (b) The obligor is liable for any deficiency.

20 (5) If the underlying transaction is a sale of  
21 accounts, chattel paper, payment intangibles, or promissory  
22 notes:

23 (a) The debtor is not entitled to any surplus; and

24 (b) The obligor is not liable for any deficiency.

25 (6) The surplus or deficiency following a disposition  
26 is calculated based on the amount of proceeds that would have  
27 been realized in a disposition complying with this part to a  
28 transferee other than the secured party, a person related to  
29 the secured party, or a secondary obligor if:

30 (a) The transferee in the disposition is the secured  
31 party, a person related to the secured party, or a secondary

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1 obligor; and

2 (b) The amount of proceeds of the disposition is  
3 significantly below the range of proceeds that a complying  
4 disposition to a person other than the secured party, a person  
5 related to the secured party, or a secondary obligor would  
6 have brought.

7 (7) A secured party that receives cash proceeds of a  
8 disposition in good faith and without knowledge that the  
9 receipt violates the rights of the holder of a security  
10 interest or other lien that is not subordinate to the security  
11 interest or agricultural lien under which the disposition is  
12 made:

13 (a) Takes the cash proceeds free of the security  
14 interest or other lien;

15 (b) Is not obligated to apply the proceeds of the  
16 disposition to the satisfaction of obligations secured by the  
17 security interest or other lien; and

18 (c) Is not obligated to account to or pay the holder  
19 of the security interest or other lien for any surplus.

20 (8) If the secured party in good faith cannot  
21 determine the validity, extent, or priority of a subordinate  
22 security interest or other lien or there are conflicting  
23 claims of subordinate interests or liens, the secured party  
24 may commence an interpleader action with respect to remaining  
25 proceeds in excess of \$2,500 in the circuit or county court,  
26 as applicable based upon the amount to be deposited, where the  
27 collateral was located or collected or in the county where the  
28 debtor's chief executive office or principal residence is  
29 located in this state, as applicable. The interpleading  
30 secured party and any other parties in the interpleader action  
31 shall only be entitled to recover attorney's fees and costs as

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1 permitted in s. 679.608(3).

2 679.616 Explanation of calculation of surplus or  
3 deficiency.--

4 (1) In this section, the term:

5 (a) "Explanation" means a writing that:

6 1. States the amount of the surplus or deficiency;

7 2. Provides an explanation in accordance with

8 subsection (3) of how the secured party calculated the surplus  
9 or deficiency;

10 3. States, if applicable, that future debits, credits,  
11 charges, including additional credit service charges or  
12 interest, rebates, and expenses may affect the amount of the  
13 surplus or deficiency; and

14 4. Provides a telephone number or mailing address from  
15 which additional information concerning the transaction is  
16 available.

17 (b) "Request" means a record:

18 1. Authenticated by a debtor or consumer obligor;

19 2. Requesting that the recipient provide an  
20 explanation; and

21 3. Sent after disposition of the collateral under s.  
22 679.610.

23 (2) In a consumer-goods transaction in which the  
24 debtor is entitled to a surplus or a consumer obligor is  
25 liable for a deficiency under s. 679.615, the secured party  
26 shall:

27 (a) Send an explanation to the debtor or consumer  
28 obligor, as applicable, after the disposition and:

29 1. Before or when the secured party accounts to the  
30 debtor and pays any surplus or first makes written demand on  
31 the consumer obligor after the disposition for payment of the

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1 deficiency; and  
2 2. Within 14 days after receipt of a request; or  
3 (b) In the case of a consumer obligor who is liable  
4 for a deficiency, within 14 days after receipt of a request,  
5 send to the consumer obligor a record waiving the secured  
6 party's right to a deficiency.  
7 (3) To comply with subparagraph (1)(a)2., a writing  
8 must provide the following information in the following order:  
9 (a) The aggregate amount of obligations secured by the  
10 security interest under which the disposition was made, and,  
11 if the amount reflects a rebate of unearned interest or credit  
12 service charge, an indication of that fact, calculated as of a  
13 specified date:  
14 1. If the secured party takes or receives possession  
15 of the collateral after default, not more than 35 days before  
16 the secured party takes or receives possession; or  
17 2. If the secured party takes or receives possession  
18 of the collateral before default or does not take possession  
19 of the collateral, not more than 35 days before the  
20 disposition;  
21 (b) The amount of proceeds of the disposition;  
22 (c) The aggregate amount of the obligations after  
23 deducting the amount of proceeds;  
24 (d) The amount, in the aggregate or by type, and types  
25 of expenses, including expenses of retaking, holding,  
26 preparing for disposition, processing, and disposing of the  
27 collateral, and attorney's fees secured by the collateral  
28 which are known to the secured party and relate to the current  
29 disposition;  
30 (e) The amount, in the aggregate or by type, and types  
31 of credits, including rebates of interest or credit service

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1 charges, to which the obligor is known to be entitled and  
2 which are not reflected in the amount in paragraph (a); and

3 (f) The amount of the surplus or deficiency.

4 (4) A particular phrasing of the explanation is not  
5 required. An explanation complying substantially with the  
6 requirements of subsection (1) is sufficient, even if it  
7 includes minor errors that are not seriously misleading.

8 (5) A debtor or consumer obligor is entitled without  
9 charge to one response to a request under this section during  
10 any 6-month period in which the secured party did not send to  
11 the debtor or consumer obligor an explanation pursuant to  
12 paragraph (2)(a). The secured party may require payment of a  
13 charge not exceeding \$25 for each additional response.

14 679.617 Rights of transferee of collateral.--

15 (1) A secured party's disposition of collateral after  
16 default:

17 (a) Transfers to a transferee for value all of the  
18 debtor's rights in the collateral;

19 (b) Discharges the security interest under which the  
20 disposition is made; and

21 (c) Discharges any subordinate security interest or  
22 other subordinate lien other than liens created under statutes  
23 providing for liens, if any, that are not to be discharged.

24 (2) A transferee that acts in good faith takes free of  
25 the rights and interests described in subsection (1), even if  
26 the secured party fails to comply with this chapter or the  
27 requirements of any judicial proceeding.

28 (3) If a transferee does not take free of the rights  
29 and interests described in subsection (1), the transferee  
30 takes the collateral subject to:

31 (a) The debtor's rights in the collateral;

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- 1           (b) The security interest or agricultural lien under  
2 which the disposition is made; and  
3           (c) Any other security interest or other lien.  
4           679.618 Rights and duties of certain secondary  
5 obligors.--  
6           (1) A secondary obligor acquires the rights and  
7 becomes obligated to perform the duties of the secured party  
8 after the secondary obligor:  
9           (a) Receives an assignment of a secured obligation  
10 from the secured party;  
11           (b) Receives a transfer of collateral from the secured  
12 party and agrees to accept the rights and assume the duties of  
13 the secured party; or  
14           (c) Is subrogated to the rights of a secured party  
15 with respect to collateral.  
16           (2) An assignment, transfer, or subrogation described  
17 in subsection (1):  
18           (a) Is not a disposition of collateral under s.  
19 679.610; and  
20           (b) Relieves the secured party of further duties under  
21 this chapter.  
22           679.619 Transfer of record or legal title.--  
23           (1) In this section, the term "transfer statement"  
24 means a record authenticated by a secured party stating:  
25           (a) That the debtor has defaulted in connection with  
26 an obligation secured by specified collateral;  
27           (b) That the secured party has exercised its  
28 post-default remedies with respect to the collateral;  
29           (c) That, by reason of the exercise, a transferee has  
30 acquired the rights of the debtor in the collateral; and  
31           (d) The name and mailing address of the secured party,

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1 debtor, and transferee.

2 (2) A transfer statement entitles the transferee to  
3 the transfer of record of all rights of the debtor in the  
4 collateral specified in the statement in any official filing,  
5 recording, registration, or certificate-of-title system  
6 covering the collateral. If a transfer statement is presented  
7 with the applicable fee and request form to the official or  
8 office responsible for maintaining the system, the official or  
9 office shall:

10 (a) Accept the transfer statement;

11 (b) Promptly amend its records to reflect the  
12 transfer; and

13 (c) If applicable, issue a new appropriate certificate  
14 of title in the name of the transferee.

15 (3) A transfer of the record or legal title to  
16 collateral to a secured party under subsection (2) or  
17 otherwise is not of itself a disposition of collateral under  
18 this chapter and does not of itself relieve the secured party  
19 of its duties under this chapter.

20 679.620 Acceptance of collateral in full or partial  
21 satisfaction of obligation; compulsory disposition of  
22 collateral.--

23 (1) Except as otherwise provided in subsection (7), a  
24 secured party may accept collateral in full or partial  
25 satisfaction of the obligation it secures only if:

26 (a) The debtor consents to the acceptance under  
27 subsection (3);

28 (b) The secured party does not receive, within the  
29 time set forth in subsection (4), a notification of objection  
30 to the proposal authenticated by:

31 1. A person to whom the secured party was required to

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1 send a proposal under s. 679.621; or  
2 2. Any other person, other than the debtor, holding an  
3 interest in the collateral subordinate to the security  
4 interest that is the subject of the proposal;  
5 (c) If the collateral is consumer goods, the  
6 collateral is not in the possession of the debtor when the  
7 debtor consents to the acceptance; and  
8 (d) Subsection (5) does not require the secured party  
9 to dispose of the collateral or the debtor waives the  
10 requirement pursuant to s. 679.624.  
11 (2) A purported or apparent acceptance of collateral  
12 under this section is ineffective unless:  
13 (a) The secured party consents to the acceptance in an  
14 authenticated record or sends a proposal to the debtor; and  
15 (b) The conditions of subsection (1) are met.  
16 (3) For purposes of this section:  
17 (a) A debtor consents to an acceptance of collateral  
18 in partial satisfaction of the obligation it secures only if  
19 the debtor agrees to the terms of the acceptance in a record  
20 authenticated after default; and  
21 (b) A debtor consents to an acceptance of collateral  
22 in full satisfaction of the obligation it secures only if the  
23 debtor agrees to the terms of the acceptance in a record  
24 authenticated after default or the secured party:  
25 1. Sends to the debtor after default a proposal that  
26 is unconditional or subject only to a condition that  
27 collateral not in the possession of the secured party be  
28 preserved or maintained;  
29 2. In the proposal, proposes to accept collateral in  
30 full satisfaction of the obligation it secures, and, in a  
31 consumer transaction, provides notice that the proposal will



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1 be deemed accepted if it is not objected to by an  
2 authenticated notice within 30 days after the date the  
3 proposal is sent by the secured party; and  
4 3. Does not receive a notification of objection  
5 authenticated by the debtor within 30 days after the proposal  
6 is sent.  
7 (4) To be effective under paragraph (1)(b), a  
8 notification of objection must be received by the secured  
9 party:  
10 (a) In the case of a person to whom the proposal was  
11 sent pursuant to s. 679.621, within 20 days after notification  
12 was sent to that person; and  
13 (b) In other cases:  
14 1. Within 20 days after the last notification was sent  
15 pursuant to s. 679.621; or  
16 2. If a notification was not sent, before the debtor  
17 consents to the acceptance under subsection (3).  
18 (5) A secured party that has taken possession of  
19 collateral shall dispose of the collateral pursuant to s.  
20 679.610 within the time specified in subsection (6) if:  
21 (a) Sixty percent of the cash price has been paid in  
22 the case of a purchase-money security interest in consumer  
23 goods; or  
24 (b) Sixty percent of the principal amount of the  
25 obligation secured has been paid in the case of a  
26 non-purchase-money security interest in consumer goods.  
27 (6) To comply with subsection (5), the secured party  
28 shall dispose of the collateral:  
29 (a) Within 90 days after taking possession; or  
30 (b) Within any longer period to which the debtor and  
31 all secondary obligors have agreed in an agreement to that

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1 effect entered into and authenticated after default.

2 (7) In a consumer transaction, a secured party may not  
3 accept collateral in partial satisfaction of the obligation it  
4 secures.

5 679.621 Notification of proposal to accept  
6 collateral.--

7 (1) A secured party that desires to accept collateral  
8 in full or partial satisfaction of the obligation it secures  
9 shall send its proposal to:

10 (a) Any person from whom the secured party has  
11 received, before the debtor consented to the acceptance, an  
12 authenticated notification of a claim of an interest in the  
13 collateral;

14 (b) Any other secured party or lienholder that, 10  
15 days before the debtor consented to the acceptance, held a  
16 security interest in or other lien on the collateral perfected  
17 by the filing of a financing statement that:

18 1. Identified the collateral;

19 2. Was indexed under the debtor's name as of that  
20 date; and

21 3. Was filed in the office or offices in which to file  
22 a financing statement against the debtor covering the  
23 collateral as of that date; and

24 (c) Any other secured party that, 10 days before the  
25 debtor consented to the acceptance, held a security interest  
26 in the collateral perfected by compliance with a statute,  
27 regulation, or treaty described in s. 679.3111(1).

28 (2) A secured party that desires to accept collateral  
29 in partial satisfaction of the obligation it secures shall  
30 send its proposal to any secondary obligor in addition to the  
31 persons described in subsection (1).

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1           (3) A secured party shall send its proposal under s.  
2 679.621(1) or (2) to the affected party at the address  
3 prescribed in s. 679.611(6).

4           679.622 Effect of acceptance of collateral.--

5           (1) A secured party's acceptance of collateral in full  
6 or partial satisfaction of the obligation it secures:

7           (a) Discharges the obligation to the extent consented  
8 to by the debtor;

9           (b) Transfers to the secured party all of a debtor's  
10 rights in the collateral;

11           (c) Discharges the security interest or agricultural  
12 lien that is the subject of the debtor's consent and any  
13 subordinate security interest or other subordinate lien; and

14           (d) Terminates any other subordinate interest.

15           (2) A subordinate interest is discharged or terminated  
16 under subsection (1), even if the secured party fails to  
17 comply with this chapter.

18           679.623 Right to redeem collateral.--

19           (1) A debtor, any secondary obligor, or any other  
20 secured party or lienholder may redeem collateral.

21           (2) To redeem collateral, a person shall tender:

22           (a) Fulfillment of all obligations secured by the  
23 collateral; and

24           (b) The reasonable expenses and attorney's fees  
25 described in s. 679.615(1)(a).

26           (3) A redemption may occur at any time before a  
27 secured party:

28           (a) Has collected collateral under s. 679.607;

29           (b) Has disposed of collateral or entered into a  
30 contract for its disposition under s. 679.610; or

31           (c) Has accepted collateral in full or partial

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1 satisfaction of the obligation it secures under s. 679.622.

2 679.624 Waiver.--

3 (1) A debtor or secondary obligor may waive the right  
4 to notification of disposition of collateral under s. 679.611  
5 only by an agreement to that effect entered into and  
6 authenticated after default.

7 (2) A debtor may waive the right to require  
8 disposition of collateral under s. 679.620(5) only by an  
9 agreement to that effect entered into and authenticated after  
10 default.

11 (3) Except in a consumer-goods transaction, a debtor  
12 or secondary obligor may waive the right to redeem collateral  
13 under s. 679.623 only by an agreement to that effect entered  
14 into and authenticated after default.

15 679.625 Remedies for failure to comply with article.--

16 (1) If it is established that a secured party is not  
17 proceeding in accordance with this chapter, a court may order  
18 or restrain collection, enforcement, or disposition of  
19 collateral on appropriate terms and conditions. This  
20 subsection shall not preclude a debtor other than a consumer  
21 and a secured party, or two or more secured parties in other  
22 than a consumer transaction, from agreeing in an authenticated  
23 record that the debtor or secured party must first provide to  
24 the alleged offending secured party notice of a violation of  
25 this chapter and opportunity to cure before commencing any  
26 legal proceeding under this section.

27 (2) Subject to subsections (3), (4), and (6), a person  
28 is liable for damages in the amount of any loss caused by a  
29 failure to comply with this chapter, including damages  
30 suffered by the debtor resulting from the debtor's inability  
31 to obtain, or increased costs of alternative financing, but

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1 not including consequential, special, or penal damages, unless  
2 the conduct giving rise to the failure constitutes an  
3 independent claim under the laws of this state other than this  
4 chapter and then only to the extent otherwise recoverable  
5 under law.

6 (3) Except as otherwise provided in s. 671.628:

7 (a) A person who, at the time of the failure, was a  
8 debtor, was an obligor, or held a security interest in or  
9 other lien on the collateral may recover damages under  
10 subsection (2) for the person's loss; and

11 (b) If the collateral is consumer goods, a person who  
12 was a debtor or a secondary obligor at the time a secured  
13 party failed to comply with this part may recover for that  
14 failure in any event an amount not less than the credit  
15 service charge plus 10 percent of the principal amount of the  
16 obligation or the time-price differential plus 10 percent of  
17 the cash price.

18 (4) A debtor whose deficiency is eliminated under s.  
19 679.626 may recover damages for the loss of any surplus.  
20 However, a debtor or secondary obligor whose deficiency is  
21 eliminated or reduced under s. 679.626 may not otherwise  
22 recover under subsection (2) for noncompliance with the  
23 provisions of this part relating to collection, enforcement,  
24 disposition, or acceptance.

25 (5) In lieu of damages recoverable under subsection  
26 (2), the debtor, consumer obligor, or person named as a debtor  
27 in a filed record, as applicable, may recover \$500 in each  
28 case from a person who:

29 (a) Fails to comply with s. 679.2081;

30 (b) Fails to comply with s. 679.209;

31 (c) Files a record that the person is not entitled to

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1 file under s. 679.509(1);

2 (d) Fails to cause the secured party of record to file  
3 or send a termination statement as required by s. 679.513(1)  
4 or (3) after receipt of an authenticated record notifying the  
5 person of such noncompliance;

6 (e) Fails to comply with s. 679.616(2)(a) and whose  
7 failure is part of a pattern, or consistent with a practice,  
8 of noncompliance; or

9 (f) Fails to comply with s. 679.616(2)(b) with respect  
10 to a consumer transaction, and with respect to a transaction  
11 other than a consumer transaction, after receipt of an  
12 authenticated record notifying the person of such  
13 noncompliance.

14 (6) A debtor or consumer obligor may recover damages  
15 under subsection (2) and, in addition, \$500 in each case from  
16 a person who, without reasonable cause, fails to comply with a  
17 request under s. 679.210. A recipient of a request under s.  
18 679.210 which never claimed an interest in the collateral or  
19 obligations that are the subject of a request under that  
20 section has a reasonable excuse for failure to comply with the  
21 request within the meaning of this subsection.

22 (7) If a secured party fails to comply with a request  
23 regarding a list of collateral or a statement of account under  
24 S. 679.210, the secured party may claim a security interest  
25 only as shown in the list or statement included in the request  
26 as against a person who is reasonably misled by the failure.

27 679.626 Action in which deficiency or surplus is in  
28 issue.--In an action arising from a transaction in which the  
29 amount of a deficiency or surplus is in issue, the following  
30 rules apply:

31 (1) A secured party need not prove compliance with the

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1 provisions of this part relating to collection, enforcement,  
2 disposition, or acceptance unless the debtor or a secondary  
3 obligor places the secured party's compliance in issue.

4 (2) If the secured party's compliance is placed in  
5 issue, the secured party has the burden of establishing that  
6 the collection, enforcement, disposition, or acceptance was  
7 conducted in accordance with this part.

8 (3) Except as otherwise provided in s. 679.628, if a  
9 secured party fails to prove that the collection, enforcement,  
10 disposition, or acceptance was conducted in accordance with  
11 the provisions of this part relating to collection,  
12 enforcement, disposition, or acceptance, the liability of a  
13 debtor or a secondary obligor for a deficiency is limited to  
14 an amount by which the sum of the secured obligation,  
15 reasonable expenses, and, to the extent provided for by  
16 agreement and not prohibited by law, attorney's fees exceeds  
17 the greater of:

18 (a) The proceeds of the collection, enforcement,  
19 disposition, or acceptance; or

20 (b) The amount of proceeds that would have been  
21 realized had the noncomplying secured party proceeded in  
22 accordance with the provisions of this part relating to  
23 collection, enforcement, disposition, or acceptance.

24 (4) For purposes of paragraph (3)(b), the amount of  
25 proceeds that would have been realized is equal to the sum of  
26 the secured obligation, expenses, and attorney's fees unless  
27 the secured party proves that the amount is less than that  
28 sum.

29 (5) If a deficiency or surplus is calculated under s.  
30 679.615(6), the debtor or obligor has the burden of  
31 establishing that the amount of proceeds of the disposition is

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1 significantly below the range of prices that a complying  
2 disposition to a person other than the secured party, a person  
3 related to the secured party, or a secondary obligor would  
4 have brought.

5 679.627 Determination of whether conduct was  
6 commercially reasonable.--

7 (1) The fact that a greater amount could have been  
8 obtained by a collection, enforcement, disposition, or  
9 acceptance at a different time or in a different method from  
10 that selected by the secured party is not of itself sufficient  
11 to preclude the secured party from establishing that the  
12 collection, enforcement, disposition, or acceptance was made  
13 in a commercially reasonable manner.

14 (2) A disposition of collateral is made in a  
15 commercially reasonable manner if the disposition is made:

16 (a) In the usual manner on any recognized market;

17 (b) At the price current in any recognized market at  
18 the time of the disposition; or

19 (c) Otherwise in conformity with reasonable commercial  
20 practices among dealers in the type of property that was the  
21 subject of the disposition.

22 (3) A collection, enforcement, disposition, or  
23 acceptance is commercially reasonable if it has been approved:

24 (a) In a judicial proceeding;

25 (b) By a bona fide creditors' committee;

26 (c) By a representative of creditors; or

27 (d) By an assignee for the benefit of creditors.

28 (4) Approval under subsection (3) need not be  
29 obtained, and lack of approval does not mean that the  
30 collection, enforcement, disposition, or acceptance is not  
31 commercially reasonable.



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1           679.628 Nonliability and limitation on liability of  
2 secured party; liability of secondary obligor.--

3           (1) Unless a secured party knows that a person is a  
4 debtor or obligor, knows the identity of the person, and knows  
5 how to communicate with the person:

6           (a) The secured party is not liable to the person, or  
7 to a secured party or lienholder that has filed a financing  
8 statement against the person, for failure to comply with this  
9 chapter; and

10           (b) The secured party's failure to comply with this  
11 chapter does not affect the liability of the person for a  
12 deficiency.

13           (2) A secured party is not liable because of its  
14 status as a secured party:

15           (a) To a person who is a debtor or obligor, unless the  
16 secured party knows:

- 17           1. That the person is a debtor or obligor;
- 18           2. The identity of the person; and
- 19           3. How to communicate with the person; or

20           (b) To a secured party or lienholder that has filed a  
21 financing statement against a person, unless the secured party  
22 knows:

- 23           1. That the person is a debtor; and
- 24           2. The identity of the person.

25           (3) A secured party is not liable to any person, and a  
26 person's liability for a deficiency is not affected, because  
27 of any act or omission arising out of the secured party's  
28 reasonable belief that a transaction is not a consumer-goods  
29 transaction or a consumer transaction or that goods are not  
30 consumer goods, if the secured party's belief is based on its  
31 reasonable reliance on:



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1           (b) The transactions and liens may be terminated,  
2 completed, consummated, and enforced as required or permitted  
3 by this act or by the law that otherwise would apply if this  
4 act had not taken effect.

5           (3) This act does not affect an action, case, or  
6 proceeding commenced before this act takes effect.

7           679.703 Security interest perfected before effective  
8 date.--

9           (1) A security interest that is enforceable  
10 immediately before this act takes effect and would have  
11 priority over the rights of a person who becomes a lien  
12 creditor at that time is a perfected security interest under  
13 this act if, when this act takes effect, the applicable  
14 requirements for enforceability and perfection under this act  
15 are satisfied without further action.

16           (2) Except as otherwise provided in s. 679.705, if,  
17 immediately before this act takes effect, a security interest  
18 is enforceable and would have priority over the rights of a  
19 person who becomes a lien creditor at that time, but the  
20 applicable requirements for enforceability or perfection under  
21 this act are not satisfied when this act takes effect, the  
22 security interest:

23           (a) Is a perfected security interest for 1 year after  
24 this act takes effect;

25           (b) Remains enforceable thereafter only if the  
26 security interest becomes enforceable under s. 679.203 before  
27 the year expires; and

28           (c) Remains perfected thereafter only if the  
29 applicable requirements for perfection under this act are  
30 satisfied before the year expires.

31           679.704 Security interest unperfected before effective

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1 date.--A security interest that is enforceable immediately  
2 before this act takes effect but that would be subordinate to  
3 the rights of a person who becomes a lien creditor at that  
4 time:  
5 (1) Remains an enforceable security interest for 1  
6 year after this act takes effect;  
7 (2) Remains enforceable thereafter if the security  
8 interest becomes enforceable under s. 679.203 when this act  
9 takes effect or within 1 year thereafter; and  
10 (3) Becomes perfected:  
11 (a) Without further action when this act takes effect  
12 if the applicable requirements for perfection under this act  
13 are satisfied before or at that time; or  
14 (b) When the applicable requirements for perfection  
15 are satisfied if the requirements are satisfied after that  
16 time.  
17 679.705 Effectiveness of action taken before effective  
18 date.--  
19 (1) If action, other than the filing of a financing  
20 statement, is taken before this act takes effect and the  
21 action would have resulted in priority of a security interest  
22 over the rights of a person who becomes a lien creditor had  
23 the security interest become enforceable before this act takes  
24 effect, the action is effective to perfect a security interest  
25 that attaches under this act within 1 year after this act  
26 takes effect. An attached security interest becomes  
27 unperfected 1 year after this act takes effect unless the  
28 security interest becomes a perfected security interest under  
29 this act before the expiration of that period.  
30 (2) The filing of a financing statement before this  
31 act takes effect is effective to perfect a security interest

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1 to the extent the filing would satisfy the applicable  
2 requirements for perfection under this act.

3 (3) This act does not render ineffective an effective  
4 financing statement that, before this act takes effect, is  
5 filed and satisfies the applicable requirements for perfection  
6 under the law of the jurisdiction governing perfection as  
7 provided in s. 679.103, Florida Statutes 2000. However,  
8 except as otherwise provided in subsections (4) and (5) and s.  
9 679.706, the financing statement ceases to be effective at the  
10 earlier of:

11 (a) The time the financing statement would have ceased  
12 to be effective under the law of the jurisdiction in which it  
13 is filed; or

14 (b) June 30, 2006.

15 (4) The filing of a continuation statement after this  
16 act takes effect does not continue the effectiveness of the  
17 financing statement filed before this act takes effect.  
18 However, upon the timely filing of a continuation statement  
19 after this act takes effect and in accordance with the law of  
20 the jurisdiction governing perfection as provided in part III,  
21 the effectiveness of a financing statement filed in the same  
22 office in that jurisdiction before this act takes effect  
23 continues for the period provided by the law of that  
24 jurisdiction.

25 (5) Paragraph (3)(b) applies to a financing statement  
26 that, before this act takes effect, is filed against a  
27 transmitting utility and satisfies the applicable requirements  
28 for perfection under the law of the jurisdiction governing  
29 perfection as provided in s. 679.103, Florida Statutes 2000,  
30 only to the extent that part III provides that the law of a  
31 jurisdiction other than the jurisdiction in which the

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1 financing statement is filed governs perfection of a security  
2 interest in collateral covered by the financing statement.

3 (6) A financing statement that includes a financing  
4 statement filed before this act takes effect and a  
5 continuation statement filed after this act takes effect is  
6 effective only to the extent that it satisfies the  
7 requirements of part V for an initial financing statement.

8 679.706 When initial financing statement suffices to  
9 continue effectiveness of financing statement.--

10 (1) The filing of an initial financing statement in  
11 the office specified in s. 679.5011 continues the  
12 effectiveness of a financing statement filed before this act  
13 takes effect if:

14 (a) The filing of an initial financing statement in  
15 that office would be effective to perfect a security interest  
16 under this act;

17 (b) The pre-effective date financing statement was  
18 filed in an office in another state or another office in this  
19 state; and

20 (c) The initial financing statement satisfies  
21 subsection (3).

22 (2) The filing of an initial financing statement under  
23 subsection (1) continues the effectiveness of the  
24 pre-effective date financing statement:

25 (a) If the initial financing statement is filed before  
26 this act takes effect, for the period provided in s. 679.403,  
27 Florida Statutes 2000, with respect to a financing statement;  
28 and

29 (b) If the initial financing statement is filed after  
30 this act takes effect, for the period provided in s. 679.515  
31 with respect to an initial financing statement.

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1           (3) To be effective for purposes of subsection (1), an  
2 initial financing statement must:

3           (a) Satisfy the requirements of part V for an initial  
4 financing statement;

5           (b) Identify the pre-effective date financing  
6 statement by indicating the office in which the financing  
7 statement was filed and providing the dates of filing and file  
8 numbers, if any, of the financing statement and of the most  
9 recent continuation statement filed with respect to the  
10 financing statement; and

11           (c) Indicate that the pre-effective date financing  
12 statement remains effective.

13           679.707 Amendment or pre-effective date financing  
14 statement.--

15           (1) In this section, the term "pre-effective date  
16 financing statement" means a financing statement filed before  
17 this act takes effect.

18           (2) After this act takes effect, a person may add or  
19 delete collateral covered by, continue or terminate the  
20 effectiveness of, or otherwise amend the information provided  
21 in a pre-effective date financing statement only in accordance  
22 with the law of the jurisdiction governing perfection as  
23 provided in part III. However, the effectiveness of a  
24 pre-effective date financing statement also may be terminated  
25 in accordance with the law of the jurisdiction in which the  
26 financing statement is filed.

27           (3) Except as otherwise provided in subsection (4), if  
28 the law of this state governs perfection of a security  
29 interest, the information in a pre-effective date financing  
30 statement may be amended after this act takes effect only if:

31           (a) The pre-effective date financing statement and an

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1 amendment are filed in the office specified in s. 679.5011;

2 (b) An amendment is filed in the office specified in  
3 s. 679.5011 concurrently with, or after the filing in that  
4 office of, an initial financing statement that satisfies s.  
5 671.706(3); or

6 (c) An initial financing statement that provides the  
7 information as amended and satisfies s. 679.706(3) is filed in  
8 the office specified in s. 679.5011.

9 (4) If the law of this state governs perfection of a  
10 security interest, the effectiveness of a pre-effective date  
11 financing statement may be continued only under s. 679.705(4)  
12 and (6) or s. 679.706.

13 (5) Whether or not the law of this state governs  
14 perfection of a security interest, the effectiveness of a  
15 pre-effective date financing statement filed in this state may  
16 be terminated after this act takes effect by filing a  
17 termination statement in the office in which the pre-effective  
18 date financing statement is filed, unless an initial financing  
19 statement that satisfies s. 679.706(3) has been filed in the  
20 office specified by the law of the jurisdiction governing  
21 perfection as provided in part III as the office in which to  
22 file a financing statement.

23 679.708 Persons entitled to file initial financing  
24 statement or continuation statement.--A person may file an  
25 initial financing statement or a continuation statement under  
26 this part if:

27 (1) The secured party of record authorizes the filing;  
28 and

29 (2) The filing is necessary under this part:

30 (a) To continue the effectiveness of a financing  
31 statement filed before this act takes effect; or



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1           (b) To perfect or continue the perfection of a  
2 security interest.

3           679.709 Priority.--

4           (1) This act determines the priority of conflicting  
5 claims to collateral. However, if the relative priorities of  
6 the claims were established before this act takes effect,  
7 chapter 679, Florida Statutes 2000, determines priority.

8           (2) For purposes of s. 679.322(1), the priority of a  
9 security interest that becomes enforceable under s. 679.2031  
10 of this act dates from the time this act takes effect if the  
11 security interest is perfected under this act by the filing of  
12 a financing statement before this act takes effect which would  
13 not have been effective to perfect the security interest under  
14 chapter 679, Florida Statutes 2000. This subsection does not  
15 apply to conflicting security interests each of which is  
16 perfected by the filing of such a financing statement.

17           Section 9. Subsection (2) of section 671.105, Florida  
18 Statutes, is amended to read:

19           671.105 Territorial application of the code; parties'  
20 power to choose applicable law.--

21           (2) When one of the following provisions of this code  
22 specifies the applicable law, that provision governs; and a  
23 contrary agreement is effective only to the extent permitted  
24 by the law (including the conflict-of-laws rules) so  
25 specified:

26           (a) Governing law in the chapter on funds transfers.  
27 (s. 670.507)

28           (b) Rights of sellers' creditors against sold goods.  
29 (s. 672.402)

30           (c) Applicability of the chapter on bank deposits and  
31 collections. (s. 674.102)

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1 (d) Applicability of the chapter on letters of credit.  
2 (s. 675.116)

3 (e) Applicability of the chapter on investment  
4 securities. (s. 678.1101)

5 (f) Law governing perfection, the effect provisions of  
6 perfection or nonperfection, and the priority of security  
7 interests and agricultural liens ~~chapter on secured~~  
8 ~~transactions.~~ (ss. 679.3011-679.3071) ~~(s. 679.103)~~

9 (g) Applicability of the chapter on leases. (ss.  
10 680.1051 and 680.1061)

11 Section 10. Subsections (9), (32), and (37) of section  
12 671.201, Florida Statutes, are amended to read:

13 671.201 General definitions.--Subject to additional  
14 definitions contained in the subsequent chapters of this code  
15 which are applicable to specific chapters or parts thereof,  
16 and unless the context otherwise requires, in this code:

17 (9) "Buyer in ordinary course of business" means a  
18 person who buys goods in good faith ~~and~~ without knowledge that  
19 the sale ~~violates to him or her is in violation of the~~  
20 ~~ownership rights or security interest of another person a~~  
21 ~~third party~~ in the goods, and buys in the ordinary course from  
22 a person, other than a pawnbroker, in the business of selling  
23 goods of that kind ~~but does not include a pawnbroker.~~ A  
24 person buys goods in the ordinary course if the sale to the  
25 person comports with the usual or customary practices in the  
26 kind of business in which the seller is engaged or with the  
27 seller's own usual or customary practices. A person who sells  
28 oil, gas, or other minerals at the wellhead or minehead is a  
29 person ~~All persons who sell minerals or the like (including~~  
30 ~~oil and gas) at wellhead or minehead shall be deemed to be~~  
31 ~~persons~~ in the business of selling goods of that kind. A buyer

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1 in the ordinary course of business ~~"Buying" may buy be for~~  
2 cash, or by exchange of other property, or on secured or  
3 unsecured credit and may acquire ~~includes receiving~~ goods or  
4 documents of title under a preexisting contract for sale ~~but~~  
5 ~~does not include a transfer in bulk or as security for or in~~  
6 ~~total or partial satisfaction of a money debt.~~ Only a buyer  
7 who takes possession of the goods or has a right to recover  
8 the goods from the seller under chapter 672 may be a buyer in  
9 the ordinary course of business. A person who acquires goods  
10 in a transfer in bulk or as security for or in total or  
11 partial satisfaction of a money debt is not a buyer in the  
12 ordinary course of business.

13 (32) "Purchase" includes taking by sale, discount,  
14 negotiation, mortgage, pledge, lien, security interest, issue  
15 or reissue, gift or any other voluntary transaction creating  
16 an interest in property.

17 (37) "Security interest" means an interest in personal  
18 property or fixtures which secures payment or performance of  
19 an obligation. ~~The retention or reservation of title by a~~  
20 ~~seller of goods notwithstanding shipment or delivery to the~~  
21 ~~buyer (s. 672.401) is limited in effect to a reservation of a~~  
22 ~~security interest.~~ The term also includes any interest of a  
23 consignor and a buyer of accounts, or chattel paper, a payment  
24 intangible, or a promissory note in a transaction which is  
25 subject to chapter 679. The special property interest of a  
26 buyer of goods on identification of those goods to a contract  
27 for sale under s. 672.401 is not a security interest, but a  
28 buyer may also acquire a security interest by complying with  
29 chapter 679. Except as otherwise provided in s. 672.505, the  
30 right of a seller or lessor of goods under chapter 672 or  
31 chapter 680 to retain or acquire possession of the goods is

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1 not a security interest, but a seller or lessor may also  
2 acquire a security interest by complying with chapter 679. The  
3 retention or reservation of title by a seller of goods,  
4 notwithstanding shipment or delivery to the buyer (s.  
5 672.401), is limited in effect to a reservation of a security  
6 interest.~~Unless a consignment is intended as security,~~  
7 ~~reservation of title thereunder is not a security interest,~~  
8 ~~but a consignment is in any event subject to the provisions on~~  
9 ~~consignment sales (s. 672.326).~~ Whether a transaction creates  
10 a lease or security interest is determined by the facts of  
11 each case; however:

12 (a) A transaction creates a security interest if the  
13 consideration the lessee is to pay the lessor for the right to  
14 possession and use of the goods is an obligation for the term  
15 of the lease not subject to termination by the lessee, and;

16 1. The original term of the lease is equal to or  
17 greater than the remaining economic life of the goods;

18 2. The lessee is bound to renew the lease for the  
19 remaining economic life of the goods or is bound to become the  
20 owner of the goods;

21 3. The lessee has an option to renew the lease for the  
22 remaining economic life of the goods for no additional  
23 consideration or nominal additional consideration upon  
24 compliance with the lease agreement; or

25 4. The lessee has an option to become the owner of the  
26 goods for no additional consideration or nominal additional  
27 consideration upon compliance with the lease agreement.

28 (b) A transaction does not create a security interest  
29 merely because it provides that:

30 1. The present value of the consideration the lessee  
31 is obligated to pay the lessor for the right to possession and

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1 use of the goods is substantially equal to or is greater than  
2 the fair market value of the goods at the time the lease is  
3 entered into;

4           2. The lessee assumes the risk of loss of the goods or  
5 agrees to pay taxes; insurance; filing, recording, or  
6 registration fees; or service or maintenance costs with  
7 respect to the goods;

8           3. The lessee has an option to renew the lease or to  
9 become the owner of the goods;

10           4. The lessee has an option to renew the lease for a  
11 fixed rent that is equal to or greater than the reasonably  
12 predictable fair market rent for the use of the goods for the  
13 term of the renewal at the time the option is to be performed;  
14 or

15           5. The lessee has an option to become the owner of the  
16 goods for a fixed price that is equal to or greater than the  
17 reasonably predictable fair market value of the goods at the  
18 time the option is to be performed.

19           (c) For purposes of this subsection:

20           1. Additional consideration is not nominal if, when  
21 the option to renew the lease is granted to the lessee, the  
22 rent is stated to be the fair market rent for the use of the  
23 goods for the term of the renewal determined at the time the  
24 option is to be performed or if, when the option to become the  
25 owner of the goods is granted to the lessee, the price is  
26 stated to be the fair market value of the goods determined at  
27 the time the option is to be performed. Additional  
28 consideration is nominal if it is less than the lessee's  
29 reasonably predictable cost of performing under the lease  
30 agreement if the option is not exercised.

31           2. "Reasonably predictable" and "remaining economic

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1 life of the goods" are to be determined with reference to the  
2 facts and circumstances at the time the transaction is entered  
3 into.

4           3. "Present value" means the amount as of a date  
5 certain of one or more sums payable in the future, discounted  
6 to the date certain. The discount is determined by the  
7 interest rate specified by the parties if the rate is not  
8 manifestly unreasonable at the time the transaction is entered  
9 into; otherwise, the discount is determined by a commercially  
10 reasonable rate that takes into account the facts and  
11 circumstances of each case at the time the transaction was  
12 entered into.

13           Section 11. Subsection (3) of section 672.103, Florida  
14 Statutes, is amended to read:

15           672.103 Definitions and index of definitions.--

16           (3) The following definitions in other chapters apply  
17 to this chapter:

18           "Check," s. 673.1041.

19           "Consignee," s. 677.102.

20           "Consignor," s. 677.102.

21           "Consumer goods," s. 679.1021 ~~679.109~~.

22           "Dishonor," s. 673.5021.

23           "Draft," s. 673.1041.

24           Section 12. Section 672.210, Florida Statutes, is  
25 amended to read:

26           672.210 Delegation of performance; assignment of  
27 rights.--

28           (1) A party may perform her or his duty through a  
29 delegate unless otherwise agreed or unless the other party has  
30 a substantial interest in having her or his original promisor  
31 perform or control the acts required by the contract. No

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1 delegation of performance relieves the party delegating of any  
2 duty to perform or any liability for breach.

3       (2) Except as otherwise provided in s. 679.4061,  
4 unless otherwise agreed all rights of either seller or buyer  
5 can be assigned except where the assignment would materially  
6 change the duty of the other party, or increase materially the  
7 burden or risk imposed on her or him by her or his contract,  
8 or impair materially her or his chance of obtaining return  
9 performance. A right to damages for breach of the whole  
10 contract or a right arising out of the assignor's due  
11 performance of her or his entire obligation can be assigned  
12 despite agreement otherwise.

13       (3) The creation, attachment, perfection, or  
14 enforcement of a security interest in the seller's interest  
15 under a contract is not a transfer that materially changes the  
16 duty of or increases materially the burden or risk imposed on  
17 the buyer or impairs materially the buyer's chance of  
18 obtaining return performance within the purview of subsection  
19 (2) unless, and then only to the extent that, enforcement  
20 actually results in a delegation of material performance of  
21 the seller. Even in that event, the creation, attachment,  
22 perfection, and enforcement of the security interest remain  
23 effective, but the seller is liable to the buyer for damages  
24 caused by the delegation to the extent that the damages could  
25 not reasonably be prevented by the buyer. A court having  
26 jurisdiction may grant other appropriate relief, including  
27 cancellation of the contract for sale or an injunction against  
28 enforcement of the security interest or consummation of the  
29 enforcement.

30       (4)~~(3)~~ Unless the circumstances indicate the contrary  
31 a prohibition of assignment of "the contract" is to be

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1 construed as barring only the delegation to the assignee of  
2 the assignor's performance.

3 (5)~~(4)~~ An assignment of "the contract" or of "all my  
4 rights under the contract" or an assignment in similar general  
5 terms is an assignment of rights and unless the language or  
6 the circumstances (as in an assignment for security) indicate  
7 the contrary, it is a delegation of performance of the duties  
8 of the assignor and its acceptance by the assignee constitutes  
9 a promise by her or him to perform those duties. This promise  
10 is enforceable by either the assignor or the other party to  
11 the original contract.

12 (6)~~(5)~~ The other party may treat any assignment which  
13 delegates performance as creating reasonable grounds for  
14 insecurity and may without prejudice to her or his rights  
15 against the assignor demand assurances from the assignee (s.  
16 672.609).

17 Section 13. Section 672.326, Florida Statutes, is  
18 amended to read:

19 672.326 Sale on approval and sale or return;  
20 ~~consignment sales and rights of creditors.--~~

21 (1) Unless otherwise agreed, if delivered goods may be  
22 returned by the buyer even though they conform to the  
23 contract, the transaction is:

24 (a) A "sale on approval" if the goods are delivered  
25 primarily for use, and

26 (b) A "sale or return" if the goods are delivered  
27 primarily for resale.

28 ~~(2) Except as provided in subsection (3),~~ Goods held  
29 on approval are not subject to the claims of the buyer's  
30 creditors until acceptance; goods held on sale or return are  
31 subject to such claims while in the buyer's possession.



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1           ~~(3) Where goods are delivered to a person for sale and~~  
2 ~~such person maintains a place of business at which she or he~~  
3 ~~deals in goods of the kind involved, under a name other than~~  
4 ~~the name of the person making delivery, then with respect to~~  
5 ~~claims of creditors of the person conducting the business the~~  
6 ~~goods are deemed to be on sale or return. The provisions of~~  
7 ~~this subsection are applicable even though an agreement~~  
8 ~~purports to reserve title to the person making delivery until~~  
9 ~~payment or resale or uses such words as "on consignment" or~~  
10 ~~"on memorandum." However, this subsection is not applicable if~~  
11 ~~the person making delivery:~~

12           ~~(a) Complies with an applicable law providing for a~~  
13 ~~consignor's interest or the like to be evidenced by a sign, or~~

14           ~~(b) Establishes that the person conducting the~~  
15 ~~business is generally known by her or his creditors to be~~  
16 ~~substantially engaged in selling the goods of others, or~~

17           ~~(c) Complies with the filing provisions of the chapter~~  
18 ~~on secured transactions (chapter 679).~~

19           ~~(3)(4)~~ Any "or return" term of a contract for sale is  
20 to be treated as a separate contract for sale within the  
21 statute of frauds section of this chapter (s. 672.201) and as  
22 contradicting the sale aspect of the contract within the  
23 provisions of this chapter on parol or extrinsic evidence (s.  
24 672.202).

25           Section 14. Section 672.502, Florida Statutes, is  
26 amended to read:

27           672.502 Buyer's right to goods on seller's  
28 repudiation, failure to deliver, or insolvency.--

29           (1) Subject to subsections ~~subsection~~ (2) and (3), and  
30 even though the goods have not been shipped, a buyer who has  
31 paid a part or all of the price of goods in which she or he

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1 has a special property under the provisions of the immediately  
2 preceding section may on making and keeping good a tender of  
3 any unpaid portion of their price recover them from the seller  
4 if:

5 (a) In the case of goods bought for personal, family,  
6 or household purposes, the seller repudiates or fails to  
7 deliver as required by the contract; or

8 (b) In all cases, the seller becomes insolvent within  
9 ten days after receipt of the first installment on their  
10 price.

11 (2) The buyer's right to recover the goods under  
12 paragraph (1)(a) vests upon acquisition of a special property,  
13 even if the seller has not then repudiated or failed to  
14 deliver.

15 (3)(2) If the identification creating her or his  
16 special property has been made by the buyer she or he acquires  
17 the right to recover the goods only if they conform to the  
18 contract for sale.

19 Section 15. Section 672.716, Florida Statutes, is  
20 amended to read:

21 672.716 Buyer's right to specific performance or  
22 replevin.--

23 (1) Specific performance may be decreed where the  
24 goods are unique or in other proper circumstances.

25 (2) The decree for specific performance may include  
26 such terms and conditions as to payment of the price, damages,  
27 or other relief as the court may deem just.

28 (3) The buyer has a right of replevin for goods  
29 identified to the contract if after reasonable effort she or  
30 he is unable to effect cover for such goods or the  
31 circumstances reasonably indicate that such effort will be

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1 unavailing or if the goods have been shipped under reservation  
2 and satisfaction of the security interest in them has been  
3 made or tendered. In the case of goods bought for personal,  
4 family, or household purposes, the buyer's right of replevin  
5 vests upon acquisition of a special property, even if the  
6 seller had not then repudiated or failed to deliver.

7 Section 16. Subsection (3) of section 674.2101,  
8 Florida Statutes, is amended to read:

9 674.2101 Security interest of collecting bank in  
10 items, accompanying documents, and proceeds.--

11 (3) Receipt by a collecting bank of a final settlement  
12 for an item is a realization on its security interest in the  
13 item, accompanying documents, and proceeds. So long as the  
14 bank does not receive final settlement for the item or give up  
15 possession of the item or accompanying documents for purposes  
16 other than collection, the security interest continues to that  
17 extent and is subject to chapter 679, but:

18 (a) No security agreement is necessary to make the  
19 security interest enforceable (s. 679.2031(2)(c)1.  
20 ~~679.203(1)(a)~~);

21 (b) No filing is required to perfect the security  
22 interest; and

23 (c) The security interest has priority over  
24 conflicting perfected security interests in the item,  
25 accompanying documents, or proceeds.

26 Section 17. Section 675.1181, Florida Statutes, is  
27 created to read:

28 675.1181 Security interest of issuer of nominated  
29 person.--

30 (1) An issuer or nominated person has a security  
31 interest in a document presented under a letter of credit to

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1 the extent that the issuer or nominated person honors or gives  
2 value for the presentation.

3 (2) As long as and to the extent that an issuer or  
4 nominated person has not been reimbursed or has not otherwise  
5 recovered the value given with respect to a security interest  
6 in a document under subsection (1), the security interest  
7 continues and is subject to chapter 679, but a security  
8 agreement is not necessary to make the security interest  
9 enforceable under s. 679.2031(2)(c):

10 (a) If the document is presented in a medium other  
11 than a written or other tangible medium, the security interest  
12 is perfected; and

13 (b) If the document is presented in a written or other  
14 tangible medium and is not a certificated security, chattel  
15 paper, a document of title, an instrument, or a letter of  
16 credit, the security interest is perfected and has priority  
17 over a conflicting security interest in the document so long  
18 as the debtor does not have possession of the document.

19 Section 18. Subsection (1) of section 677.503, Florida  
20 Statutes, is amended to read:

21 677.503 Document of title to goods defeated in certain  
22 cases.--

23 (1) A document of title confers no right in goods  
24 against a person who before issuance of the document had a  
25 legal interest or a perfected security interest in them and  
26 who neither:

27 (a) Delivered or entrusted them or any document of  
28 title covering them to the bailor or the bailor's nominee with  
29 actual or apparent authority to ship, store or sell or with  
30 power to obtain delivery under this chapter (s. 677.403) or  
31 with power of disposition under this code (ss. 672.403 and

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1 679.320 ~~679.307~~) or other statute or rule of law; nor  
2 (b) Acquiesced in the procurement by the bailor or the  
3 bailor's nominee of any document of title.

4 Section 19. Subsection (6) of section 678.1031,  
5 Florida Statutes, is amended to read:

6 678.1031 Rules for determining whether certain  
7 obligations and interests are securities or financial  
8 assets.--

9 (6) A commodity contract, as defined in s.  
10 679.1021(1)(o)~~679.115~~, is not a security or a financial  
11 asset.

12 Section 20. Subsections (4) and (6) of section  
13 678.1061, Florida Statutes, are amended to read:

14 678.1061 Control.--

15 (4) A purchaser has "control" of a security  
16 entitlement if:

17 (a) The purchaser becomes the entitlement holder; ~~or~~

18 (b) The securities intermediary has agreed that it  
19 will comply with entitlement orders originated by the  
20 purchaser without further consent by the entitlement holder;  
21 or;

22 (c) Another person has control of the security  
23 entitlement on behalf of the purchaser or, having previously  
24 acquired control of the security entitlement, acknowledges  
25 that the person has control on behalf of the purchaser.

26 (6) A purchaser who has satisfied the requirements of  
27 subsection paragraph (3)(b) or subsection paragraph (4)(b) has  
28 control, even if the registered owner in the case of  
29 subsection paragraph (3)(b) or the entitlement holder in the  
30 case of subsection paragraph (4)(b) retains the right to make  
31 substitutions for the uncertificated security or security

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1 entitlement, to originate instructions or entitlement orders  
2 to the issuer or securities intermediary, or otherwise to deal  
3 with the uncertificated security or security entitlement.

4 Section 21. Subsection (5) of section 678.1101,  
5 Florida Statutes, is amended to read:

6 678.1101 Applicability; choice of law.--

7 (5) The following rules determine a "securities  
8 intermediary's jurisdiction" for purposes of this section:

9 (a) If an agreement between the securities  
10 intermediary and its entitlement holder governing the  
11 securities account expressly provides that a particular  
12 jurisdiction is the securities intermediary's jurisdiction for  
13 purposes of this part, this chapter, or this code specifies  
14 that it is governed by the law of a particular jurisdiction,  
15 that jurisdiction is the securities intermediary's  
16 jurisdiction.

17 (b) If paragraph (a) does not apply and an agreement  
18 between the securities intermediary and its entitlement holder  
19 governing the securities account expressly provides that the  
20 agreement is governed by the law of a particular jurisdiction,  
21 that jurisdiction is the securities intermediary's  
22 jurisdiction.

23 (c)~~(b)~~ If neither paragraph (a) nor paragraph (b)  
24 applies and an agreement between the securities intermediary  
25 and its entitlement holder governing the securities account  
26 does not specify the governing law as provided in paragraph  
27 (a), but expressly provides specifies that the securities  
28 account is maintained at an office in a particular  
29 jurisdiction, that jurisdiction is the securities  
30 intermediary's jurisdiction.

31 (d)~~(c)~~ If none of the preceding paragraphs applies an

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1 ~~agreement between the securities intermediary and its~~  
2 ~~entitlement holder does not specify a jurisdiction as provided~~  
3 ~~in paragraph (a) or paragraph (b), the securities~~  
4 intermediary's jurisdiction is the jurisdiction in which ~~is~~  
5 ~~located~~ the office identified in an account statement as the  
6 office serving the entitlement holder's account is located.

7 (e)(d) If none of the preceding paragraphs applies an  
8 ~~agreement between the securities intermediary and its~~  
9 ~~entitlement holder does not specify a jurisdiction as provided~~  
10 ~~in paragraph (a) or paragraph (b) and an account statement~~  
11 ~~does not identify an office serving the entitlement holder's~~  
12 ~~account as provided in paragraph (c), the securities~~  
13 intermediary's jurisdiction is the jurisdiction in which ~~is~~  
14 ~~located~~ the chief executive office of the securities  
15 intermediary is located.

16 Section 22. Subsection (1) of section 678.3011,  
17 Florida Statutes, is amended to read:

18 678.3011 Delivery.--

19 (1) Delivery of a certificated security to a purchaser  
20 occurs when:

21 (a) The purchaser acquires possession of the security  
22 certificate;

23 (b) Another person, other than a securities  
24 intermediary, either acquires possession of the security  
25 certificate on behalf of the purchaser or, having previously  
26 acquired possession of the certificate, acknowledges that it  
27 holds for the purchaser; or

28 (c) A securities intermediary acting on behalf of the  
29 purchaser acquires possession of the security certificate,  
30 only if the certificate is in registered form and is  
31 registered in the name of the purchaser, payable to the order

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1 of the purchaser, or ~~has been~~ specially indorsed to the  
2 purchaser by an effective indorsement ~~and has not been~~  
3 endorsed to the securities intermediary or in blank.

4 Section 23. Section 678.3021, Florida Statutes, is  
5 amended to read:

6 678.3021 Rights of purchaser.--

7 (1) Except as otherwise provided in subsections (2)  
8 and (3), a purchaser upon delivery of a certificated or  
9 uncertificated security ~~to a purchaser, the purchaser~~ acquires  
10 all rights in the security that the transferor had or had  
11 power to transfer.

12 (2) A purchaser of a limited interest acquires rights  
13 only to the extent of the interest purchased.

14 (3) A purchaser of a certificated security who as a  
15 previous holder had notice of an adverse claim does not  
16 improve its position by taking from a protected purchaser.

17 Section 24. Section 678.5101, Florida Statutes, is  
18 amended to read:

19 678.5101 Rights of purchaser of security entitlement  
20 from entitlement holder.--

21 (1) In a case not covered by the priority rules in  
22 chapter 679 or the rules stated in subsection (3), an action  
23 based on an adverse claim to a financial asset or security  
24 entitlement, whether framed in conversion, replevin,  
25 constructive trust, equitable lien, or other theory, may not  
26 be asserted against a person who purchases a security  
27 entitlement, or an interest therein, from an entitlement  
28 holder if the purchaser gives value, does not have notice of  
29 the adverse claim, and obtains control.

30 (2) If an adverse claim could not have been asserted  
31 against an entitlement holder under s. 678.5021, the adverse



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1 claim cannot be asserted against a person who purchases a  
2 security entitlement, or an interest therein, from the  
3 entitlement holder.

4 (3) In a case not covered by the priority rules in  
5 chapter 679, a purchaser for value of a security entitlement,  
6 or an interest therein, who obtains control has priority over  
7 a purchaser of a security entitlement, or an interest therein,  
8 who does not obtain control. Except as otherwise provided in  
9 subsection (4), purchasers who have control rank according to  
10 priority in time of:

11 (a) The purchaser's becoming the person for whom the  
12 securities account, in which the security entitlement is  
13 carried, is maintained, if the purchaser obtained control  
14 under s. 678.1061(4)(a);

15 (b) The securities intermediary's agreement to comply  
16 with the purchaser's entitlement orders with respect to  
17 security entitlements carried or to be carried in the  
18 securities account in which the security entitlement is  
19 carried, if the purchaser obtained control under s.  
20 678.1061(4)(b); or

21 (c) If the purchaser obtained control through another  
22 person under s. 678.1061(4)(c), the time on which priority  
23 would be based under this subsection if the other person were  
24 the secured party. ~~equally, except that~~

25 (4) A securities intermediary as purchaser has  
26 priority over a conflicting purchaser who has control unless  
27 otherwise agreed by the securities intermediary.

28 Section 25. Subsection (3) of section 680.1031,  
29 Florida Statutes, is amended to read:

30 680.1031 Definitions and index of definitions.--

31 (3) The following definitions in other chapters of

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1 this code apply to this chapter:

- 2 (a) "Account," s. 679.1021(1)(b)~~679.106~~.
- 3 (b) "Between merchants," s. 672.104(3).
- 4 (c) "Buyer," s. 672.103(1)(a).
- 5 (d) "Chattel paper," s. 679.1021(1)(k)~~679.105(1)(b)~~.
- 6 (e) "Consumer goods," s. 679.1021(1)(w)~~679.109(1)~~.
- 7 (f) "Document," s. 679.1021(1)(dd)~~679.105(1)(f)~~.
- 8 (g) "Entrusting," s. 672.403(3).
- 9 (h) "General intangible ~~intangibles~~," s.
- 10 679.1021(1)(pp)~~679.106~~.
- 11 (i) "Good faith," s. 672.103(1)(b).
- 12 (j) "Instrument," s. 679.1021(1)(uu)~~679.105(1)(i)~~.
- 13 (k) "Merchant," s. 672.104(1).
- 14 (l) "Mortgage," s. 679.1021(1)(ccc)~~679.105(1)(j)~~.
- 15 (m) "Pursuant to a commitment," s. 679.1021(1)(ppp)
- 16 679.105(1)(k).
- 17 (n) "Receipt," s. 672.103(1)(c).
- 18 (o) "Sale," s. 672.106(1).
- 19 (p) "Sale on approval," s. 672.326(1).
- 20 (q) "Sale or return," s. 672.326(1).
- 21 (r) "Seller," s. 672.103(1)(d).

22 Section 26. Section 680.303, Florida Statutes, is  
23 amended to read:

24 680.303 Alienability of party's interest under lease  
25 contract or of lessor's residual interest in goods; delegation  
26 of performance; transfer of rights.--

27 (1) As used in this section, "creation of a security  
28 interest" includes the sale of a lease contract that is  
29 subject to chapter 679 by reason of s. 679.1091(1)(c).

30 (2) Except as provided in subsection ~~subsections~~ (3)  
31 and s. 679.4071(4), a provision in a lease agreement which:

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1 (a) Prohibits the voluntary or involuntary transfer,  
2 including a transfer by sale, sublease, creation or  
3 enforcement of a security interest, or attachment, levy, or  
4 other judicial process, of an interest of a party under the  
5 lease contract or of the lessor's residual interest in the  
6 goods; or

7 (b) Makes such a transfer an event of default, gives  
8 rise to the rights and remedies provided in subsection(4)  
9 ~~(5)~~, but a transfer that is prohibited or is an event of  
10 default under the lease agreement is otherwise effective.

11 ~~(3) A provision in a lease agreement which:~~

12 ~~(a) Prohibits the creation or enforcement of a~~  
13 ~~security interest in an interest of a party under the lease~~  
14 ~~contract or in the lessor's residual interest in the goods; or~~

15 ~~(b) Makes such a transfer an event of default, is not~~  
16 ~~enforceable unless, and then only to the extent that, there is~~  
17 ~~an actual transfer by the lessee of the lessee's right of~~  
18 ~~possession or use of the goods in violation of the provision~~  
19 ~~or an actual delegation of a material performance of either~~  
20 ~~party to the lease contract in violation of the provision.~~

21 ~~Neither the granting nor the enforcement of a security~~  
22 ~~interest in the lessor's interest under the lease contract or~~  
23 ~~the lessor's residual interest in the goods is a transfer that~~  
24 ~~materially impairs the prospect of obtaining return~~  
25 ~~performance by, materially changes the duty of, or materially~~  
26 ~~increases the burden or risk imposed on, the lessee within the~~  
27 ~~purview of subsection (5) unless, and then only to the extent~~  
28 ~~that, there is an actual delegation of a material performance~~  
29 ~~of the lessor.~~

30 ~~(3)~~(4) A provision in a lease agreement which:

31 (a) Prohibits a transfer of a right to damages for

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1 default with respect to the whole lease contract or of a right  
2 to payment arising out of the transferor's due performance of  
3 the transferor's entire obligation; or

4 (b) Makes such a transfer an event of default, is not  
5 enforceable, and such a transfer is not a transfer that  
6 materially impairs the prospect of obtaining return  
7 performance by, materially changes the duty of, or materially  
8 increases the burden or risk imposed on, the other party to  
9 the lease contract within the purview of subsection (4)(5).

10 ~~(4)(5)~~ Subject to subsection ~~subsections~~ (3) and s.  
11 679.4071(4):

12 (a) If a transfer is made which is made an event of  
13 default under a lease agreement, the party to the lease  
14 contract not making the transfer, unless that party waives the  
15 default or otherwise agrees, has the rights and remedies  
16 described in s. 680.501(2);

17 (b) If paragraph (a) is not applicable and if a  
18 transfer is made that is prohibited under a lease agreement or  
19 materially impairs the prospect of obtaining return  
20 performance by, materially changes the duty of, or materially  
21 increases the burden or risk imposed on, the other party to  
22 the lease contract, unless the party not making the transfer  
23 agrees at any time to the transfer in the lease contract or  
24 otherwise, then, except as limited by contract, the transferor  
25 is liable to the party not making the transfer for damages  
26 caused by the transfer to the extent that the damages could  
27 not reasonably be prevented by the party not making the  
28 transfer and a court having jurisdiction may grant other  
29 appropriate relief, including cancellation of the lease  
30 contract or an injunction against the transfer.

31 ~~(5)(6)~~ A transfer of "the lease" or of "all my rights

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1 under the lease" or a transfer in similar general terms is a  
2 transfer of rights, and unless the language or the  
3 circumstances, as in a transfer for security, indicate the  
4 contrary, the transfer is a delegation of duties by the  
5 transferor to the transferee. Acceptance by the transferee  
6 constitutes a promise by the transferee to perform those  
7 duties. The promise is enforceable by either the transferor or  
8 the other party to the lease contract.

9 ~~(6)(7)~~ Unless otherwise agreed by the lessor and the  
10 lessee, a delegation of performance does not relieve the  
11 transferor as against the other party of any duty to perform  
12 or of any liability for default.

13 ~~(7)(8)~~ In a consumer lease, to prohibit the transfer  
14 of an interest of a party under the lease contract or to make  
15 a transfer an event of default, the language must be specific,  
16 by a writing, and conspicuous.

17 Section 27. Section 680.307, Florida Statutes, is  
18 amended to read:

19 680.307 Priority of liens arising by attachment or  
20 levy on, security interests in, and other claims to goods.--

21 (1) Except as otherwise provided in s. 680.306, a  
22 creditor of a lessee takes subject to the lease contract.

23 (2) Except as otherwise provided in subsection  
24 ~~subsections~~ (3) ~~and (4)~~ and in ss. 680.306 and 680.308, a  
25 creditor of a lessor takes subject to the lease contract  
26 unless:

27 ~~(a)~~ the creditor holds a lien that attached to the  
28 goods before the lease contract became enforceable.†

29 ~~(b) The creditor holds a security interest in the~~  
30 ~~goods and the lessee did not give value and receive delivery~~  
31 ~~of the goods without knowledge of the security interests; or~~

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1           ~~(c) The creditor holds a security interest in the~~  
2 ~~goods which was perfected (s. 679.303) before the lease~~  
3 ~~contract became enforceable.~~

4           (3) Except as otherwise provided in ss. 679.3171,  
5 679.321, and 679.323, a lessee takes a leasehold interest  
6 subject to a security interest held by a creditor or lessor.~~A~~  
7 ~~lessee in the ordinary course of business takes the leasehold~~  
8 ~~interest free of a security interest in the goods created by~~  
9 ~~the lessor even though the security interest is perfected (s.~~  
10 ~~679.303) and the lessee knows of its existence.~~

11           ~~(4) A lessee other than a lessee in the ordinary~~  
12 ~~course of business takes the leasehold interest free of a~~  
13 ~~security interest to the extent that it secures future~~  
14 ~~advances made after the secured party acquires knowledge of~~  
15 ~~the lease or more than 45 days after the lease contract~~  
16 ~~becomes enforceable, whichever first occurs, unless the future~~  
17 ~~advances are made pursuant to a commitment entered into~~  
18 ~~without knowledge of the lease and before the expiration of~~  
19 ~~the 45-day period.~~

20           Section 28. Paragraph (b) of subsection (1) of section  
21 680.309, Florida Statutes, is amended to read:

22           680.309 Lessor's and lessee's rights when goods become  
23 fixtures.--

24           (1) In this section:

25           (b) A "fixture filing" is the filing, in the office  
26 where a mortgage on the real estate would be filed or  
27 recorded, of a financing statement covering goods that are or  
28 are to become fixtures and conforming to the requirements of  
29 s. 679.5021(1) and (2)~~679.402(5)~~.

30           Section 29. This act shall take effect January 1,  
31 2002.

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1 ===== T I T L E A M E N D M E N T =====

2 And the title is amended as follows:

3 On page 1, line 2, through page 4, line 27

4 remove from the title of the bill: all of said lines

5

6 and insert in lieu thereof:

7 An act relating to the Uniform Commercial Code;

8 revising ch. 679, F.S., relating to secured

9 transactions; creating ss. 679.1011, 679.1021,

10 679.1031, 679.1041, 679.1051, 679.1061,

11 679.1071, 679.1081, 679.1091, 679.1101, F.S.;

12 providing a short title, definitions, and

13 general concepts; creating ss. 679.2011,

14 679.2021, 679.2031, 679.2041, 679.2051,

15 679.2061, 679.2071, 679.2081, 679.209, 679.210,

16 F.S.; providing for the effectiveness and

17 attachment of security agreements; prescribing

18 rights and duties of secured parties; creating

19 ss. 679.3011, 679.3021, 679.3031, 679.3041,

20 679.3051, 679.3061, 679.3071, 679.3081,

21 679.091, 679.3101, 679.3111, 679.3121,

22 679.3131, 679.3141, 679.3151, 679.3161,

23 679.3171, 679.3181, 679.319, 679.320, 679.321,

24 679.322, 679.323, 679.324, 679.325, 679.326,

25 679.327, 679.328, 679.329, 679.330, 679.331,

26 679.332, 679.333, 679.334, 679.335, 679.336,

27 679.337, 679.338, 679.340, 679.341, 679.342,

28 F.S.; providing for perfection and priority of

29 security interests; creating ss. 679.40111,

30 679.4021, 679.4031, 679.4041, 679.4051,

31 679.4061, 679.4071, 679.4081, 679.409, F.S.;

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1       prescribing rights of third parties; providing  
2       legislative findings; creating ss. 679.5011,  
3       679.5021, 679.5031, 679.5041, 679.5051,  
4       679.5061, 679.5071, 679.508, 679.509, 679.510,  
5       679.511, 679.512, 679.513, 679.524, 679.515,  
6       679.516, 679.517, 679.518, 679.519, 679.520,  
7       679.521, 679.522, 679.523, 679.524, 679.525,  
8       679.526, 679.527, F.S.; prescribing filing  
9       procedures for perfection of a security  
10       interest; providing forms; providing duties and  
11       operation of filing office; providing authority  
12       for the Secretary of State to delegate certain  
13       filing functions to a private filing agency  
14       under certain circumstances; providing  
15       criteria, requirements, procedures, and  
16       limitations; creating ss. 679.601, 679.602,  
17       679.603, 679.604, 679.605, 679.606, 679.607,  
18       679.608, 679.609, 679.610, 679.611, 679.612,  
19       679.613, 679.614, 679.615, 679.616, 679.617,  
20       679.618, 679.619, 679.620, 679.621, 679.622,  
21       679.623, 679.624, 679.625, 679.626, 679.627,  
22       F.S.; prescribing procedures for default and  
23       enforcement of security interests; providing  
24       for forms; creating ss. 679.701, 679.702,  
25       679.703, 679.704, 679.705, 679.706, 679.707,  
26       679.708, 679.709, F.S.; providing transitional  
27       effective dates and savings clause for  
28       perfected and unperfected security interests,  
29       specified actions, and financing statements;  
30       specifying priority of conflicting claims;  
31       amending s. 671.105, F.S.; specifying the



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1 precedence of law governing the perfection, the  
2 effect of perfection or nonperfection, and the  
3 priority of security interests and agricultural  
4 liens; amending s. 671.201, F.S.; revising  
5 definitions used in the Uniform Commercial  
6 Code; amending s. 672.103, F.S.; conforming a  
7 cross-reference; amending s. 672.210, F.S.;  
8 providing that the creation, attachment,  
9 perfection, or enforcement of a security  
10 interest in the seller's interest under a  
11 contract is not a transfer that materially  
12 affects the buyer unless the enforcement  
13 actually results in a delegation of material  
14 performance of the seller; amending s. 672.326,  
15 F.S.; eliminating provisions relating to  
16 consignment sales; amending s. 672.502, F.S.;  
17 modifying buyers' rights to goods on a seller's  
18 repudiation, failure to deliver, or insolvency;  
19 amending s. 672.716, F.S.; providing that, for  
20 goods bought for personal, family, or household  
21 purposes, the buyer's right of replevin vests  
22 upon acquisition of a special property;  
23 amending s. 674.2101, F.S.; conforming a  
24 cross-reference; creating s. 675.1181, F.S.;  
25 specifying conditions under which an issuer or  
26 nominated person has a security interest in a  
27 document presented under a letter of credit;  
28 amending ss. 677.503, 678.1031, F.S.;  
29 conforming cross-references; amending s.  
30 678.1061, F.S.; specifying a condition under  
31 which a purchaser has control of a security

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1 entitlement; amending s. 678.1101, F.S.;

2 modifying rules that determine a securities

3 intermediary's jurisdiction; amending s.

4 678.3011, F.S.; providing for delivery of a

5 certificated security to a purchaser; amending

6 s. 678.3021, F.S.; eliminating a requirement

7 that a purchaser of a certificated or

8 uncertificated security receive delivery prior

9 to acquiring all rights in the security;

10 amending s. 678.5101, F.S.; prescribing rights

11 of a purchaser of a security entitlement from

12 an entitlement holder; amending ss. 680.1031,

13 680.303, 680.307, 680.309, F.S.; conforming

14 cross-references; repealing ss. 679.101,

15 679.102, 679.103, 679.104, 679.105, 679.106,

16 679.107, 679.108, 679.109, 679.110, 679.112,

17 679.113, 679.114, 679.115, 679.116, F.S.,

18 relating to the short title, applicability, and

19 definitions of ch. 679, F.S.; repealing ss.

20 679.201, 679.202, 679.203, 679.204, 679.205,

21 679.206, 679.207, 679.208, F.S., relating to

22 the validity of security agreements and the

23 rights of parties to such agreements; repealing

24 ss. 679.301, 679.302, 679.303, 679.304,

25 679.305, 679.306, 679.307, 679.308, 679.309,

26 679.310, 679.311, 679.312, 679.313, 679.314,

27 679.315, 679.316, 679.317, 679.318, F.S.,

28 relating to rights of third parties, perfected

29 and unperfected security interests, and rules

30 of priority; repealing ss. 679.401, 679.4011,

31 679.402, 679.403, 679.404, 679.405, 679.406,

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679.407, 679.408, F.S., relating to filing of security interests; repealing ss. 679.501, 679.502, 679.503, 679.504, 679.505, 679.506, 679.507, F.S., relating to rights of the parties upon default under a security agreement; providing effective dates.